

# Bonhams

## Modern & Contemporary Middle Eastern Art

New Bond Street, London | 24 May 2023



# Modern and Contemporary Middle Eastern Art

New Bond Street, London | Wednesday 24 May 2023 at 4pm

## BONHAMS

101 New Bond Street  
London W1S 1SR  
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## SALE NUMBER

28654  
Lots 1 - 87

## ILLUSTRATIONS

Front Cover: Lot 23  
Inside Front Cover: Lots 80  
Inside Rear Cover: Lot 57  
Rear Cover: Lot 18

## VIEWING

Saturday 20 May, 11am-3pm  
Sunday 21 May, 11am-3pm  
Monday 22 May, 9am -5pm  
Tuesday 23rd May, 9am -5pm  
Wednesday 24th May, 9am – 1pm

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Please see back of catalogue for important notice to bidders

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Please note that from 19 January 2022, items containing ivory cannot be imported into the EU. The import of ivory into the USA is already prohibited.

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All sold lots will remain in the collections room at Bonhams New Bond Street without charge until 5.30pm Monday 26 June 2023. Lots not collected by this time will be returned to the department. Storage charges may apply.

## SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact IBI International Logistics Fine Art either by phone: 020 3475 3351 or email: benjamin.duckworth@ibl-logistics.com or johann.bournot@ibi-logistics.com. If the lot is being stored in Egypt or is being shipped to Egypt, please contact the department for shipping information.

## VAT

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The following symbol is used to denote that VAT is due on the hammer price and buyer's premium

† VAT 20% on hammer price and buyer's premium

\* VAT on imported items at a preferential rate of 5% on hammer price and the prevailing rate on buyer's premium

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What else has changed since 1 January 2021 for EU Buyers? If you buy a Lot in this sale and intend to ship the Lot outside the UK, you will need to pay local Import Tax when you bring your Lot into the country of destination.

What do the Star (\*) and Omega (Ω) symbols mean ? If you buy in this sale you will pay import VAT of 5% (\*) symbol or 20% (Ω symbol) on the Hammer Price. As of 1 January 2021, for EU buyers shipping purchased Lots outside the UK, this tax will be refunded by Bonhams on valid proof of export of your Lot from the UK within 30 days of full payment of your invoice.

# Specialists for this auction

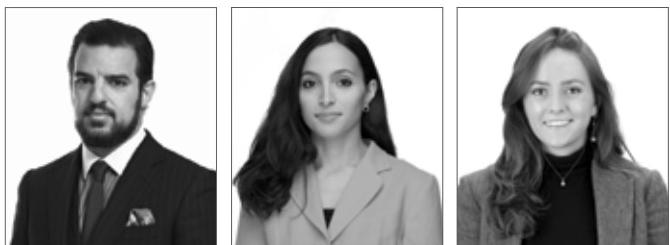
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**Group Head**  
Middle Eastern, Islamic and South Asian Art

Noor Soussi  
**Head of Sale**  
Modern & Contemporary Middle Eastern Art

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**Sale Administrator**

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Islamic and Indian Art

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**Sale Administrator**



# Property From The Collection of Dr Mohammed Said Farsi

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Lots 1 - 9



Dr Farsi presenting his plans for Jeddah, circa 1970s

Dr. Mohammed Said Farsi is one of the Middle East's most remarkable patrons of the visual arts. Farsi was born in 1935 in the South West quarter of Mecca, Saudi Arabia. In 1956, 35 students including Farsi were chosen from all over The Kingdom to be sent to study abroad for further education. Upon completion of his undergraduate studies in Architecture and Town Planning from the University of Alexandria he returned from Egypt to his hometown where he spent 10 years working in the Bureau of Town Planning in the Western District.

In 1972, Dr. Farsi became the first Mayor of Jeddah whilst also obtaining a Master's Degree from the University of Alexandria for his thesis on the architecture and town planning of Mecca. Farsi resigned from public office in 1986 in order to focus on his research. Farsi later received a PhD in Architecture and Town Planning when he started writing a series of essays on art history and architecture that were collected and published as *The Story of Art in Jeddah* in 1989.

Dr. Farsi's vision as a city planner was to integrate important contemporary art into public spaces as he believed it would enrich the lives of the inhabitants and reflect the ongoing cultural significance of the city both locally and globally. He commissioned over 400 pieces by Arab and International artists including works by the great modern masters Henry Moore, Victor Vasarely and Cesar. In 1991 a book entitled *Jeddah City of Art* was published by his son Hani to celebrate his father's achievements.

A driving force in the Egyptian art scene, Dr Farsi offered significant guidance and support to young emerging artists and at the same time he promoted and collected a great deal of modern Egyptian art. Farsi became the only Modern Egyptian Art collector to have systematically documented the works in his collection, commissioning a book that was published in 1998 by the critic and scholar Dr. Sobhy Sharouny entitled *A Museum in a Book: The Farsi Art Collection "The Egyptian Works"* Owned by Dr. Mohammed Said Farsi.

Dr. Farsi's profound fondness for Egypt, notably Alexandria found expression in the creation of his astounding collection, he himself commented that "Living intimately within Alexandria's enchanted atmosphere of the 1950s had the greatest effect in forming my artistic consciousness". Dr Farsi's interests later spread over a much broader spectrum as he also began collecting classical Islamic Art.

## PROPERTY FROM THE FARSI COLLECTION

1

### ABDEL HADI EL-GAZZAR

(EGYPT, 1925-1965)

Aswan (from the High Dam Series)  
indian ink on paper, framed  
signed "A. Elgazzar" and dated "1964"  
(lower right), executed in 1964  
22 x 27cm (8 11/16 x 10 5/8in).

£2,500 - 5,000

€2,800 - 5,600

US\$3,100 - 6,200

#### Provenance

Property from the private collection of Dr  
Mohammad Said Farsi  
Thence by descent to the present owner

Abdel Hadi El-Gazzar's High Dam series is a stunning visual tribute to one of the most important projects in Egypt's modern history. The construction of the High Dam in Aswan was a monumental feat, a symbol of the country's progress and determination to harness the power of the Nile. El-Gazzar's artworks capture the sheer scale of the project, but also the human stories behind it. The workers who toiled day and night to build the dam faced gruelling conditions, but their efforts were crucial to the success of the project. El-Gazzar's High Dam series is a testament to their resilience and sacrifice, and a reminder of the significance of the dam to Egypt's economy and future.



## PROPERTY FROM THE FARSI COLLECTION

2

### ABDEL HADI EL-GAZZAR

(EGYPT, 1925-1965)

The High Dam Site (from the High Dam Series)  
Indian ink on paper, framed  
signed "A. Elgazzar" and dated "64" (lower right),  
executed in 1964  
23 x 32cm (9 1/16 x 12 5/8in).

£3,000 - 5,000

€3,400 - 5,600

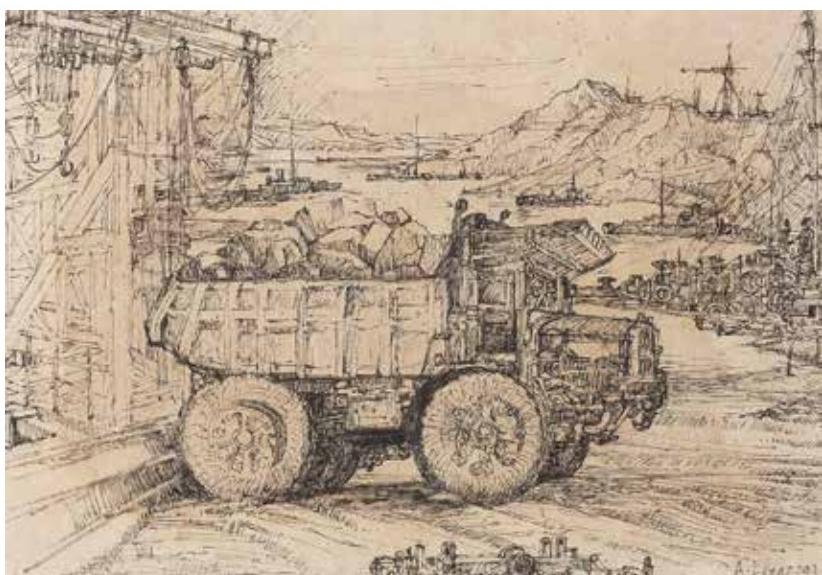
US\$3,700 - 6,200

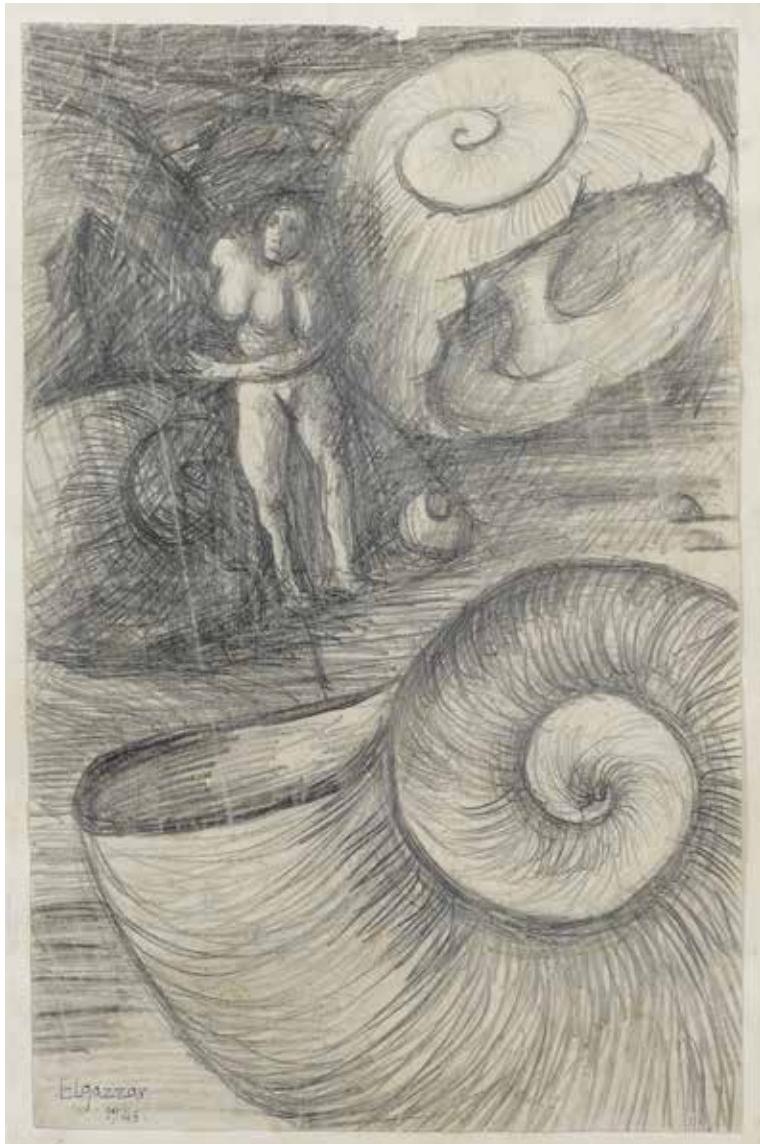
#### Provenance

Property from the private collection of Dr  
Mohammad Said Farsi  
Thence by descent to the present owner

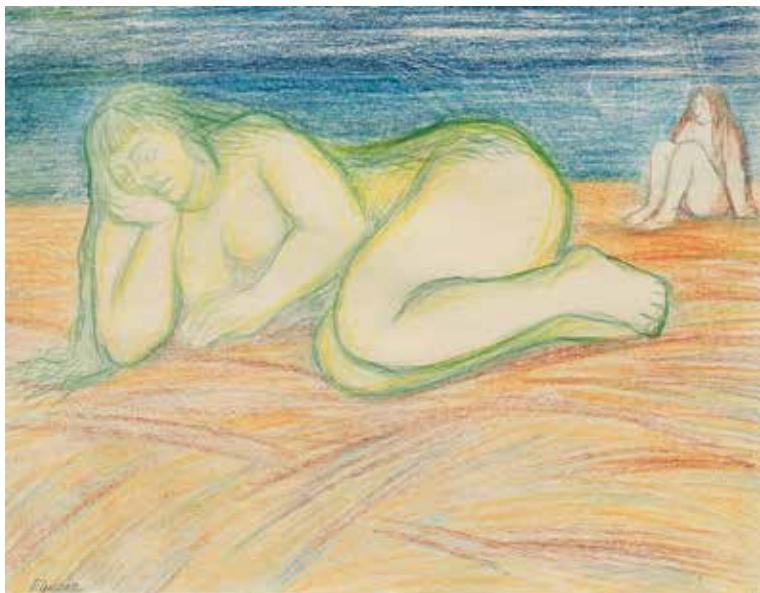
#### Literature

Dr Sobhy Al Sharouny, The Collection of Dr.  
Mohamed Saïd Farsi "The Egyptian Works",  
A Museum in a Book, 1998  
illustrated on page 283 and 296





3



4

**PROPERTY FROM THE FARSI COLLECTION**

3

**ABDEL HADI EL-GAZZAR (EGYPT, 1925-1965)**

Three Shells

pencil on paper, framed

signed "Elgazzar" and dated "1946" (lower left),  
executed in 1946

34 x 23cm (13 3/8 x 9 1/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from the private collection of

Dr Mohammad Said Farsi

Thence by descent to the present owner

**PROPERTY FROM THE FARSI COLLECTION**

4

**ABDEL HADI EL-GAZZAR (EGYPT, 1925-1965)**

On the Shore

crayon on paper, framed

signed and dated (lower left), executed 1950s  
26 x 33cm (10 1/4 x 13in).

£3,000 - 5,000

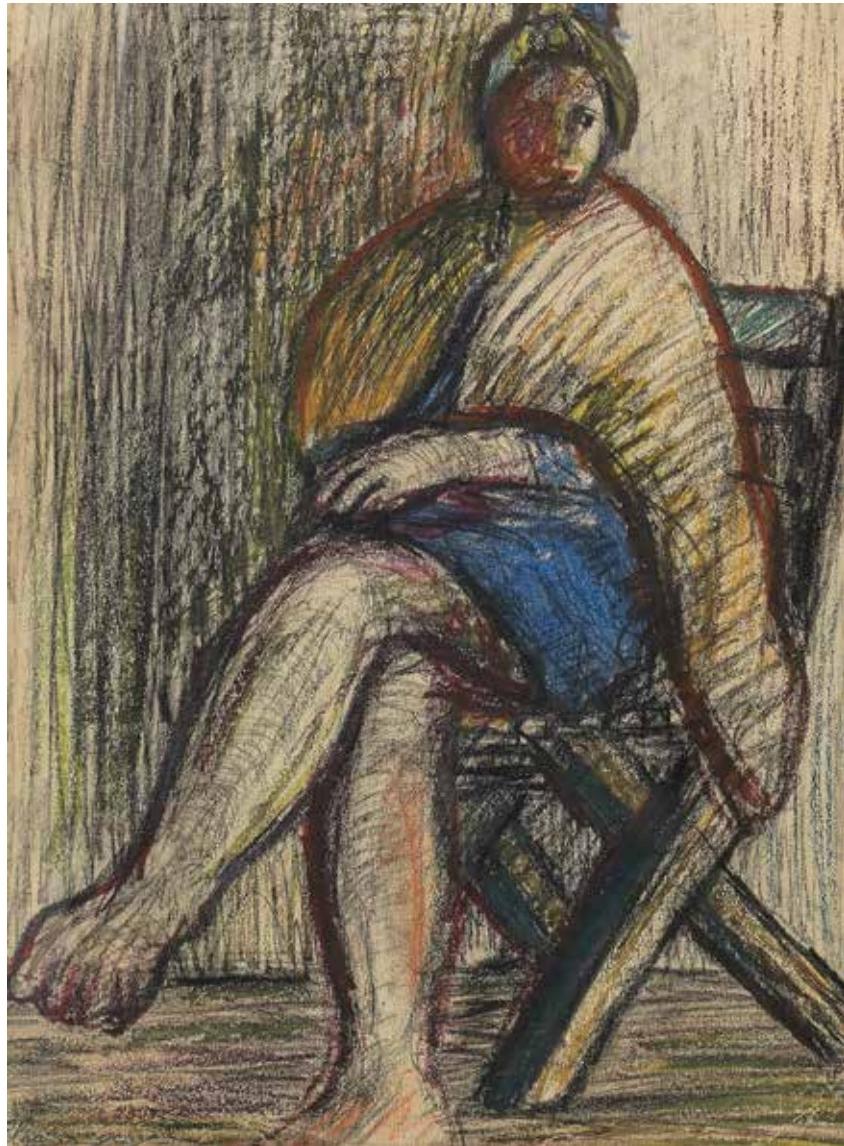
€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**Property from the private collection of Dr  
Mohammad Said Farsi

Thence by descent to the present owner

**Literature**Dr Sobhy Al Sharouny, The Collection of Dr.  
Mohamed Said Farsi "The Egyptian Works", A  
Museum in a Book, 1998  
illustrated on page 282 and 294



**PROPERTY FROM THE FARSI COLLECTION**

5

**ABDEL HADI EL-GAZZAR (EGYPT, 1925-1965)**

Untitled (Seated Woman)

crayon on paper, framed

signed "Al Gazzar" (lower left), executed 1950s

34 x 25cm (13 3/8 x 9 13/16in).

£2,000 - 3,000

€2,300 - 3,400

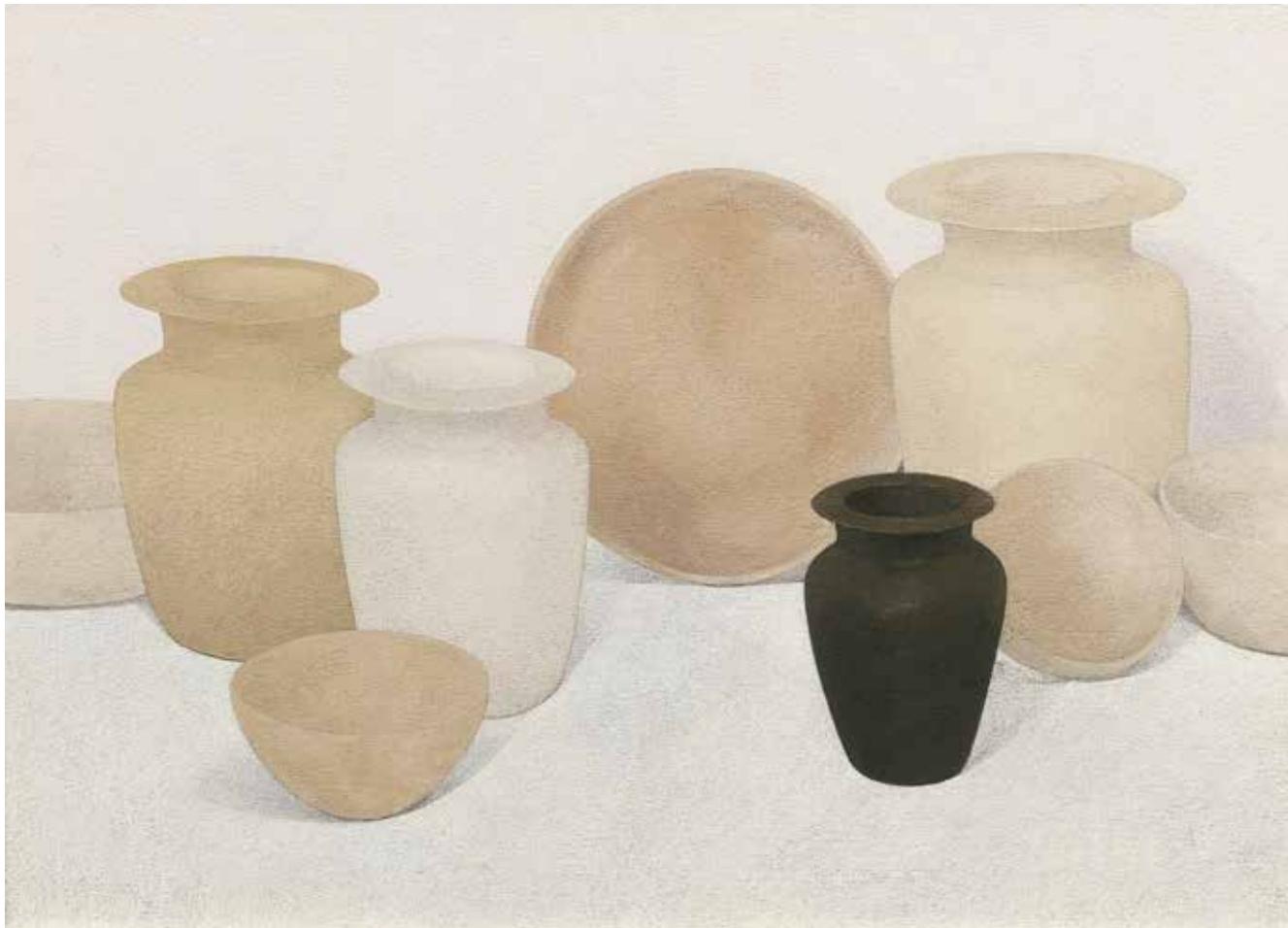
US\$2,500 - 3,700

**Provenance**

Property from the private collection of Dr Mohammad Said Farsi  
Thence by descent to the present owner

**Literature**

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saïd Farsi  
"The Egyptian Works", A Museum in a Book, 1998  
Illustrated on page 274 and 264



#### PROPERTY FROM THE FARSI COLLECTION

6

**IBRAHIM EL DESSOUKI (EGYPT, BORN 1969)**

Still Life I

oil on canvas, framed

executed in 2003

49 x 69cm (19 5/16 x 27 3/16in).

£6,000 - 8,000

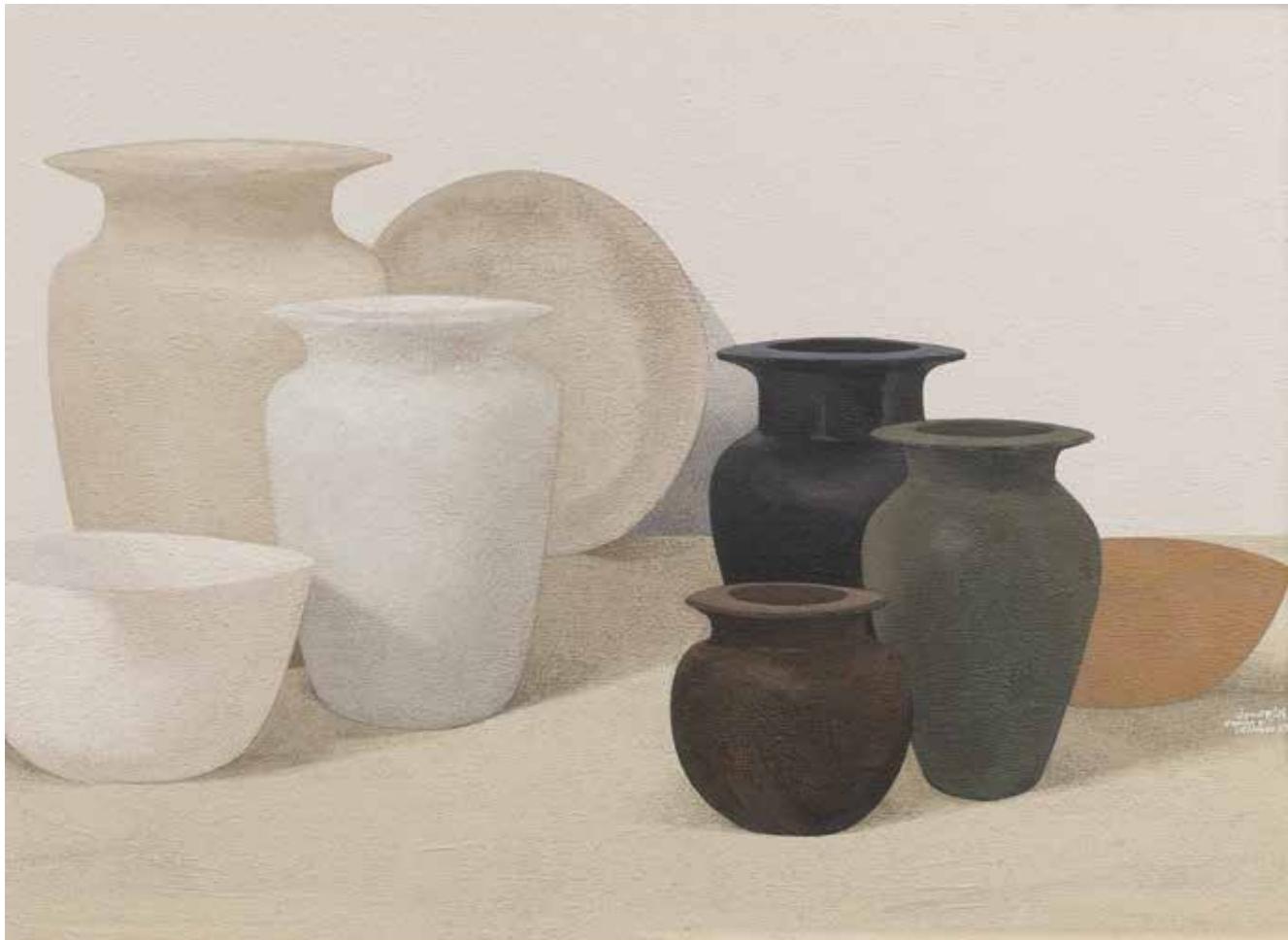
€6,800 - 9,100

US\$7,400 - 9,900

#### Provenance

Property from the private collection of Dr Mohammad Said Farsi  
Thence by descent to the present owner

Bonhams is delighted to present these two exquisite works by the Egyptian artist Ibrahim El Dessouki. A hallmark of Dessouki's still life paintings is their intricate detail. These are wonderful examples of his meticulous attention to detail, particularly in the way he renders his subjects. Each painting is carefully composed, with great attention paid to the placement of each object in the scene. He often used diagonal lines and contrasting shapes to create a sense of balance and harmony in his compositions. Dessouki's oeuvre is heavily influenced by his Egyptian heritage. He often incorporated traditional Egyptian objects, such as copper pots and water jugs, into his still life scenes. This gave his paintings a distinct cultural identity and helped to establish him as one of the leading living Egyptian artists. He often used a palette of earthy colors, which he blended together to create a sense of depth and vibrancy. He captures the natural hues and tones of his subjects with remarkable accuracy and he gives his paintings a three-dimensional quality that makes them feel almost tactile.



**PROPERTY FROM THE FARSI COLLECTION**

7

**IBRAHIM EL DESSOUKI (EGYPT, BORN 1969 )**

Still Life II

oil on canvas, framed

signed "Ibrahim Dessouki" and dated "03" (lower right),

executed in 2003

49 x 69cm (19 5/16 x 27 3/16in).

£6,000 - 8,000

€6,800 - 9,100

US\$7,400 - 9,900

**Provenance**

Property from the private collection of Dr Mohammad Said Farsi

Thence by descent to the present owner

## **PROPERTY FROM THE FARSI COLLECTION**

8

### **HAMED NADA (EGYPT, 1924-1990)**

Le Chant du Coq (The Rooster Song)  
oil on canvas laid on panel, framed  
signed "H.Nada" and dated (lower left), executed late 1980s  
29 x 46cm (11 7/16 x 18 1/8in).

**£12,000 - 18,000**

**€14,000 - 20,000**

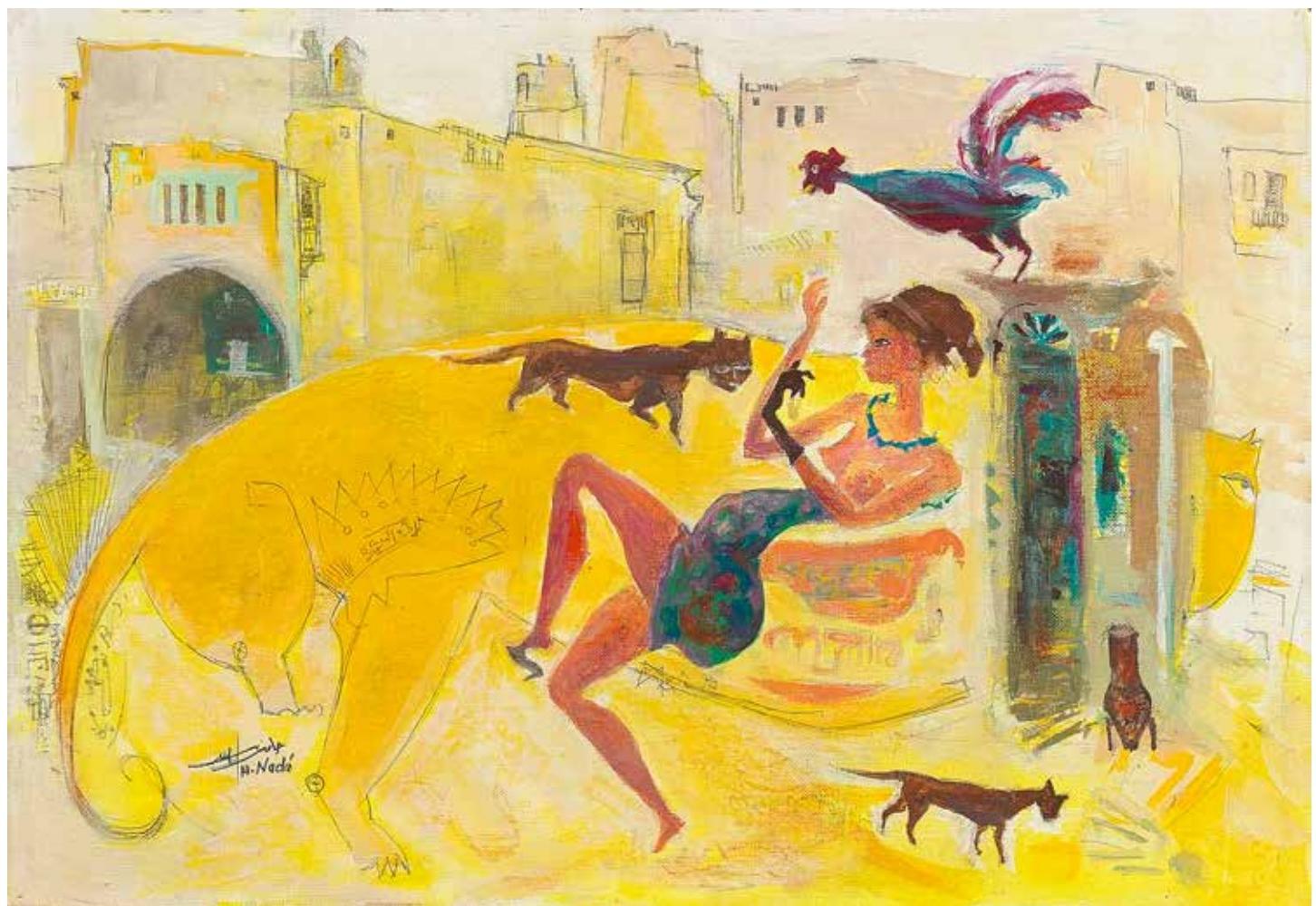
**US\$15,000 - 22,000**

#### **Provenance**

Property from the private collection of Dr Mohammad Said Farsi  
Thence by descent to the present owner

#### **Literature**

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saiid Farsy  
"The Egyptian Works", A Museum in a Book, 1998  
illustrated on page 272 and 264



## PROPERTY FROM THE FARSI COLLECTION

9

### HAMED NADA (EGYPT, 1924-1990)

Al Abour (The Crossing)

oil and collage on wood panel, framed  
signed "Hamed Nada" and dated "15/5/1978-1988"  
in Arabic (lower right), executed between 1978-1988  
126 x 152cm (49 5/8 x 59 13/16in).

£40,000 - 60,000

€45,000 - 68,000

US\$50,000 - 74,000

#### Provenance

Property from the private collection of Dr Mohammad Said Farsi  
Thence by descent to the present owner

#### Literature

Dr Sobhy Al Sharouny, The Collection of Dr. Mohamed Saïd Farsy  
"The Egyptian Works", A Museum in a Book, 1998  
illustrated on page 264 and 272

Never before presented at auction, The Crossing is an extremely rare and thought-provoking example of Hamed Nada's oeuvre. The present work comes to the market with a distinguished provenance; from the collection of Dr Mohammed Farsi. Here the artist is addressing Operation Badr of 1973, an event that marked a turning point in the Arab-Israeli conflict and had a lasting impact on the region and the world.

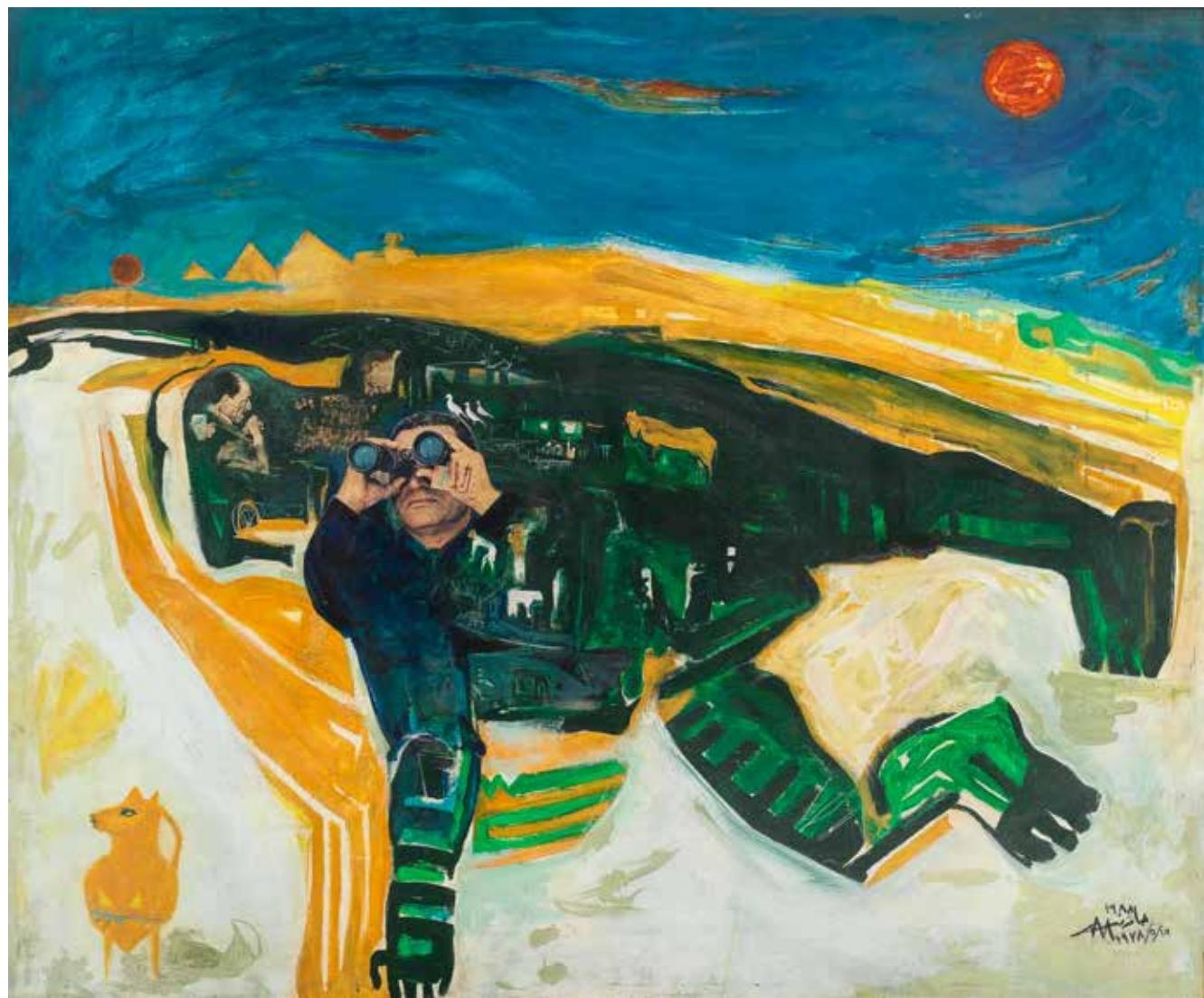
At 2pm on October 6th 1973, General Hosni Mubarak commanded a surprise military operation under code name "Badr" (Full Moon) to cross the Suez Canal and seize the Bar Lev Line of Israeli fortifications. This was launched in conjunction with a Syrian assault on the Golan Heights, this attack marked the start of the Yom Kippur War. The early stages of the attack were known as "The Crossing"; the crossing of the Suez Canal was seen as an extraordinary feat of courage, tactics, and technical proficiency. President Anwar Sadat was no longer seen as the prevaricator president, but rather Batal Al Abour or the Hero of the Crossing who had healed Egypt's deep nationalist wounds that the Israelis inflicted in June 1967. The singular event was the well-spring of Sadat's legend and, like all myths, the evidence in support of the man's greatness is more apparent than real.

The Arab forces were able to make significant gains in the early stages of the war. Egyptian forces crossed the Suez Canal and established a bridgehead on the east bank, while Syrian forces advanced into the Golan Heights. This was a significant success for the Arab forces, who had suffered humiliating defeats in previous wars against Israel. Despite the initial success of the Arab forces, Israel launched a counteroffensive that ultimately led to its victory in the war. The Israeli forces were able to push back the Arab forces and recapture the territory that had been lost in the early stages of the war.

The event had significant diplomatic repercussions and led to an oil embargo against the United States and other countries that supported Israel, which had a major impact on the global economy. It also led to increased tensions between the Soviet Union and the United States, as the two superpowers supported opposite sides in the conflict.

10

No Lot





11 AR

**SUAD AL ATTAR (IRAQ, BORN 1942)**

Sunset on Salam City

oil on canvas, framed signed "Suad Al-Attar" in Arabic and English and dated "2004" (lower right), executed 2004  
70 x 90cm (27 9/16 x 35 7/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a private collection, London

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

12 AR

**SUAD AL ATTAR (IRAQ, BORN 1942)**

Girl with the Dove and Watermelon  
oil on panel, framed  
signed "Suad Al Attar" and dated "91" (lower right)  
in Arabic and English, executed in 1991  
13 x 18cm (5 1/8 x 7 1/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, London  
Acquired directly from the Artist by the above.



12

13 AR

**SUAD AL ATTAR (IRAQ, BORN 1942)**

Girl in Moonlight  
oil on panel, framed  
signed "Suad Al Attar" and dated "91" (lower left),  
executed in 1991  
16 x 20cm (6 5/16 x 7 7/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, London  
Acquired directly from the Artist by the above.



13



14 \*

**KHALED AL-JADIR (IRAQ, 1922-1988)**

Boats

oil on canvas, framed

signed "Khaled Al Jadir" in Arabic (lower right),

executed circa late 1970s

30 x 68cm (11 13/16 x 26 3/4in).

£2,000 - 3,000

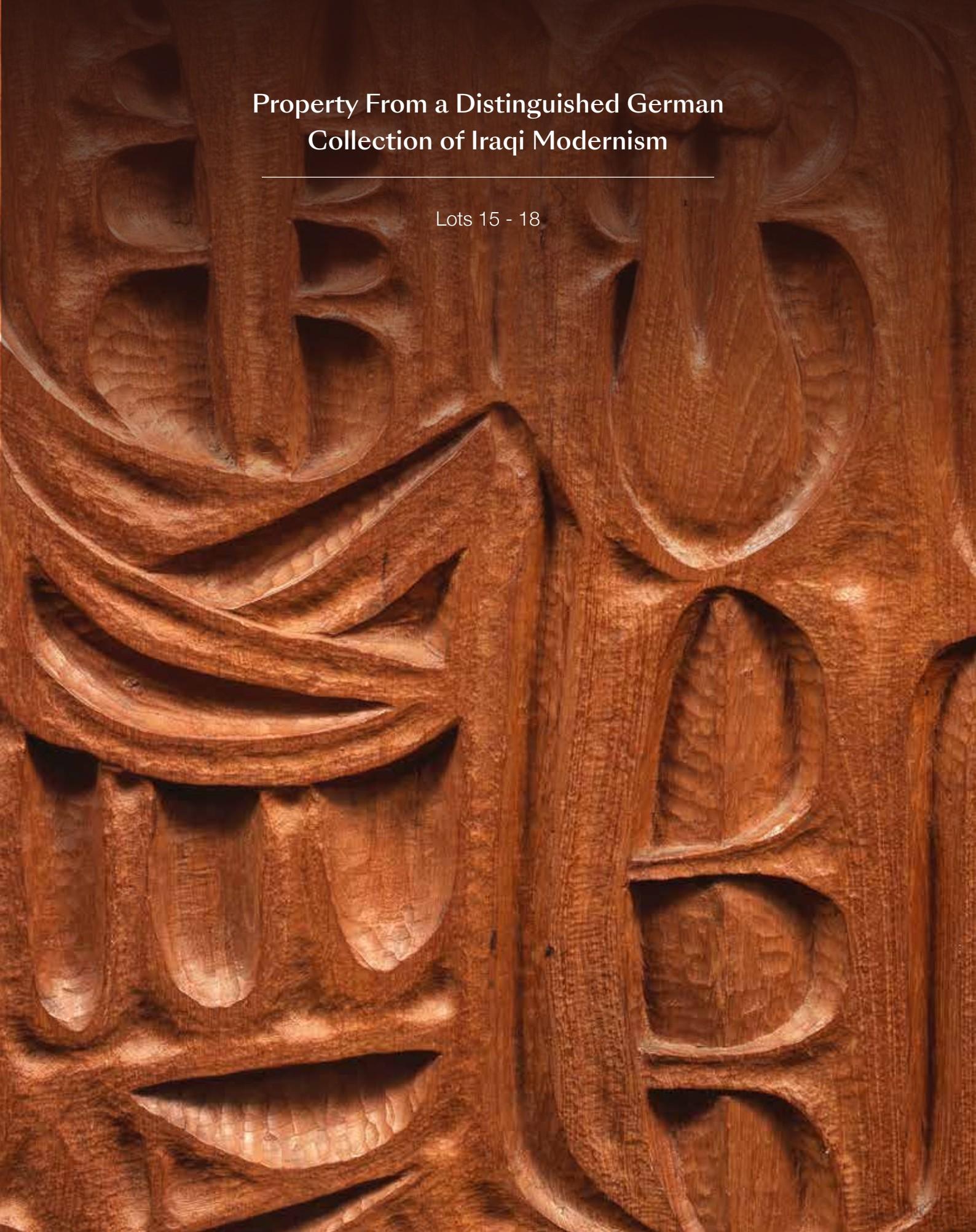
€2,300 - 3,400

US\$2,500 - 3,700

**Provenance**

Property from the collection of the late Michael William Palmer, an American Civil Engineer and Art Collector based in Iraq 1976-1980

Thence by descent to the present owner, Texas



Property From a Distinguished German  
Collection of Iraqi Modernism

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Lots 15 - 18

15 \*

**MOHAMMED GHANI HIKMAT (IRAQ, 1929-2011)**

The Family

wooden sculpture

signed "Mohammed Ghani" and dated "1967" (lower right),  
executed in 1967

100 x 120cm (39 3/8 x 47 1/4in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

This remarkable wooden sculpture is a true testament to the unique artistic vision of Mohammed Ghani Hikmat. Born in Baghdad, Iraq in 1961, Hikmat has become known for his distinctive stylized approach to sculpture.

Executed in an impressive scale, this sculpture portrays a Bedouin family in Hikmat's distinctive stylized manner. Rather than focusing on fine detail, Hikmat uses bold, sweeping curves and outlines to capture the essence of each figure. The result is a powerful and evocative portrayal that emphasizes the emotion and movement of the family.

The wood itself is a work of art, with its deep, rich colors and fine-grained texture. Hikmat's skillful use of the medium creates a sense of fluidity and dynamism, adding to the sense of motion and energy in the sculpture.

In 1953, Mohammed Ghani Hikmat graduated from the Institute of Fine Art in Baghdad. He then travelled to Rome to train at the Accademia di Belle Arti, graduating in 1959. While in Italy, he also studied metals at the Instituto di Zaka in Florence, specializing in casting bronze. He subsequently taught sculpture at the Baghdad Institute of Fine Art and the College of Architectural Engineering at the University of Baghdad.

During his career, Hikmat was a prolific creator and exhibitor, and an active participant in the growing Iraqi art scene. He held several solo shows in Rome, San Remo, London, Beirut, and Baghdad. He also participated in most major national exhibitions in Iraq. He was a member of the Society of the Friends of Art and later the az-Zawiya group headed by Faiq Hassan. Significantly, Hikmat was also an influential member of the Baghdad Group of Modern Art (BGMA).

Founded by his teachers and friends, Jewad Selim and Shakir Hassan Al-Said, the BGMA was arguably the most important artist society in modern Iraq and was dedicated to the idea that Iraq's heritage held a preeminent place within its modern art practice.

**"The modulation of sculpted lines in my figures, has been one of the focal points of my work for many years; what drew me in particular to the configuration of these forms is the dual appearance of both conflict and interplay between them. The union and fusion of sculpted figures is an integral part of my work and presents us with a constantly changeable relationship between form and meaning"**

- Mohammad Ghani Hikmat



# An important painting by Hafiz Drubi published in Jabra Ibrahim Jabra's "Grass Roots of Iraqi Art"

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16 \*

## HAFIZ DRUBI (IRAQ, 1914-1991)

The Family

oil on canvas, framed

signed "H.Drubi" in Arabic (lower right), executed circa 1970's

105 x 49cm (41 5/16 x 19 5/16in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 22,000

### Provenance

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

### Published

The Grass Roots of Iraqi Art, Jabra Ibrahim Jabra, Wasit Graphic Publishing Ltd, St Helier, 1983, p55, illustrated in colour

"Hafiz Drubi is a renowned artist known for his unique style, which is a blend of cubism with local Iraqi culture. His works often feature bold colors, sharp angles, and abstract shapes, which he uses to depict scenes and forms from his native Iraq. His art is deeply influenced by the rich cultural heritage of his homeland, and he often draws inspiration from local history and traditions. Drubi's paintings convey a sense of movement and energy, and his use of color is masterful, evoking a range of emotions and moods."

– Jabra Ibrahim Jabra



**“When he took a plunge into abstract painting, he found inspiration mostly in Iraqi folk arts. He would either balance his colour planes seemingly geometrically or so manipulate them as to suggest ancient Iraqi sites”**

- Jabra Ibrahim Jabra

17 \*

**FAEQ HASSAN (IRAQ, 1914-1992)**

Fragments

oil on canvas, framed

signed “Faeq Hassan” and dated “977” in Arabic (lower right),  
executed in 1977

72 x 193cm (28 3/8 x 76in).

£30,000 - 50,000

€34,000 - 57,000

US\$37,000 - 62,000

**Provenance**

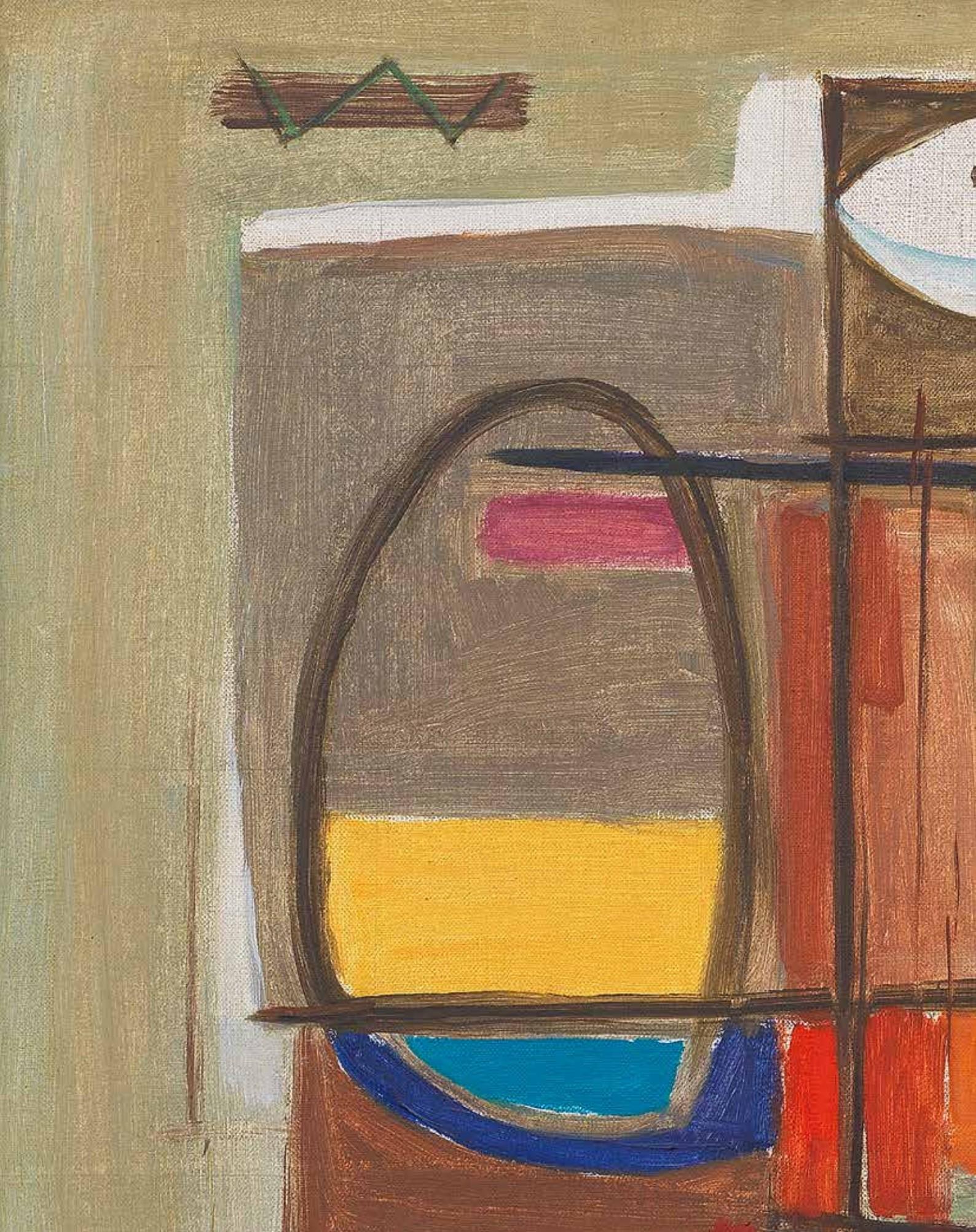
Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

“Fragments” is not only a departure from the artist's usual style but also an exceedingly rare piece. This painting is the largest abstract work by Hassan to ever come to auction

Against a pale indigo background, jigsaw-like fragments float around the canvas, evoking the fragmented nature of ancient Iraqi ruins. Just as these ruins only survive in pieces, like a puzzle waiting to be solved, so too do the fragments in this painting appear to be disconnected and incomplete. Dominated by shades of blue, they convey a sense of mystery and nostalgia, inviting the viewer to contemplate the ancient history of Iraq and the beauty of its surviving fragments.







## One of the finest examples from Faeq Hassan's cubist period

18 \*

**FAEQ HASSAN (IRAQ, 1914-1992)**

Baghdadiyat

oil on canvas, framed

signed (lower left), executed circa 1950s  
75 x 62cm (29 1/2 x 24 7/16in).

£60,000 - 100,000

€68,000 - 110,000

US\$74,000 - 120,000

### Provenance

Property from a private collection, Germany

Acquired directly from the artist by the present owner's family.

"Baghdadiyat" is perhaps the most exquisite and sophisticated rendition of Faeq Hassan's brief but fruitful experimentation with Cubism, and more importantly, counts as one of the most graceful and skilfully rendered expressions of "Baghdad Modernism" ever to come to market, exhibiting a near perfect synthesis of local Iraqi and Mesopotamian forms rendered within a European Modernist artistic vocabulary.

Held in the same private German collection for over half a century, the work is part of a formidable collection of Iraqi Modernism amassed by a prominent German industrialist who was based in Iraq in the 1960's and developed a close personal friendship with Faeq Hassan, during which he acquired some of the artists most important artworks.

One of the defining characteristics of the Baghdad Group of Modern Artists was their unique blending of European and local influences in their work. Many of the artists in the group had studied in Europe and were influenced by the modernist movements that had emerged there in the early 20th century, such as cubism, surrealism, and abstract expressionism.

At the same time, the artists in the Baghdad Group were deeply committed to exploring their own cultural heritage and incorporating elements of Iraqi art and folklore into their work. They drew inspiration from traditional Iraqi crafts, such as weaving, calligraphy, and pottery, as well as from the rich history of Islamic art and architecture. The result of this fusion of European and local influences was a unique and distinctive style that was both modern and deeply rooted in Iraqi culture.

The deftness with which the present work balances local and Modern elements is hard to overstate; On first impressions, Hassan's composition appears to be overtly inspired by the simplified figuration of artists like Miro or Picasso (notably his depictions of Francoise Gilot painted in the 1940's), but on closer inspection we can see that the almond shaped heads of the figures clearly reference ancient Mesopotamian statuary found in the Lecant and that the composition is punctuated by traditional Eastern symbols like the crescent Moon

The work itself is a playful explosion of colour, shape, and texture that perfectly captures the energy and dynamism of the Baghdad Modern art group. The composition is composed of fragmented shapes, planes, and lines that overlap and intersect to create a complex, multi-layered image that is both striking and evocative.

Faeq Hassan is often referred to as the father of Iraqi modern art. During his artistic career he took on many roles within the burgeoning Iraqi art scene, including educator and founder. In the crucial decades of the 1940s and 50s, Hassan was devoted to the creation of an art form that would express the growing feelings of national pride amongst Iraqi citizens. He was also interested in developing his own technical skill and that of his students. In later decades, Hassan would remain a leading artist in Iraq and his artistic legacy continues to be a powerful influence.



A Femme Fleur, Picasso, 1946



Mesopotamian Spectacle Idol  
3,000 BC



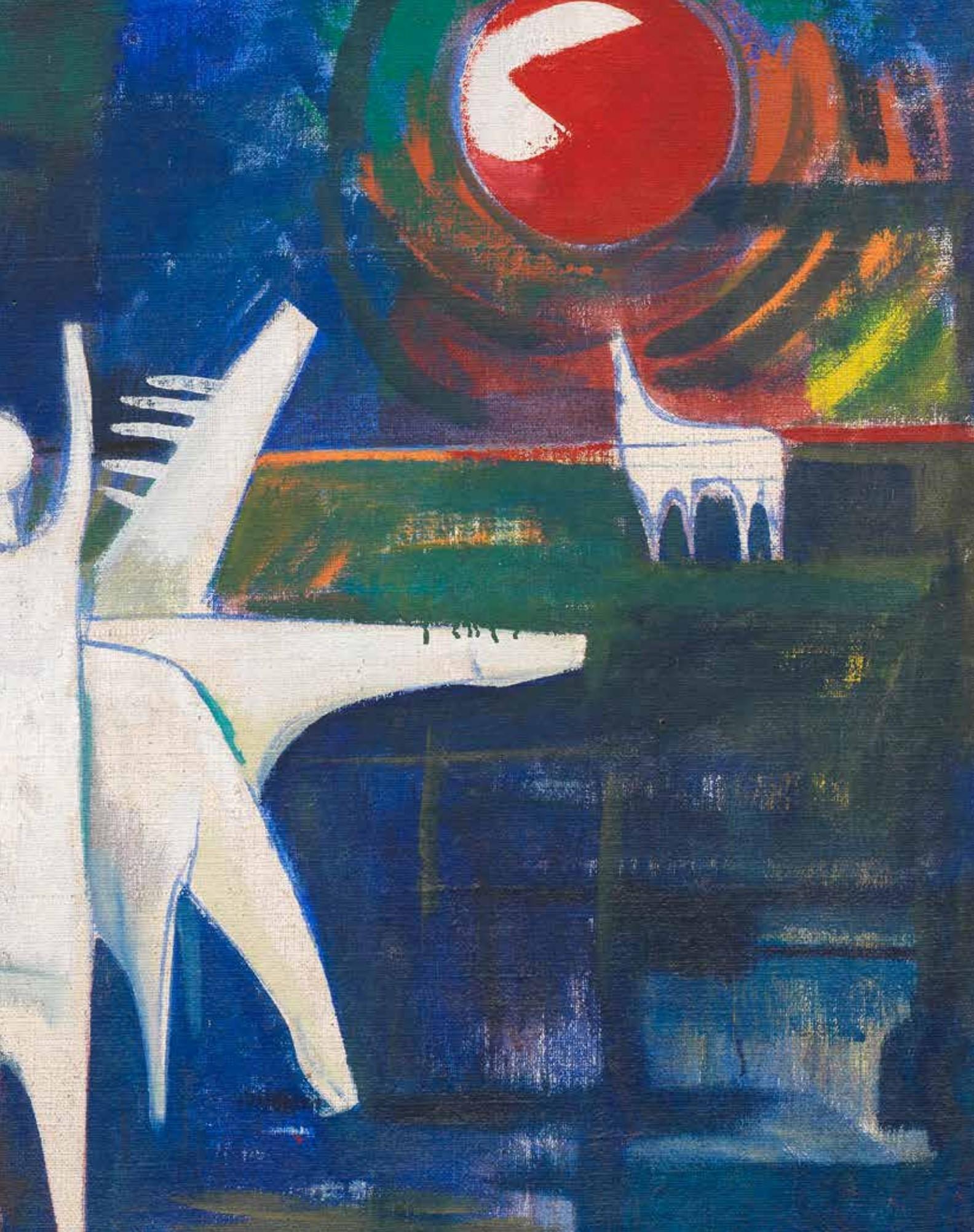
The Lightning Bird Blinded by Moonfire,  
Miro, 1955



“His Cubism in the fifties was a mixture of Arab forms largely derived from the 13th century Baghdadi illuminator Yahya al Wasiti, and current European forms. But his peasants, his Bedouins, his fishermen owe much to the waters of Tigris and Euphrates. His harvesters, his curd-sellers, however cubistically stylized, laboured under a clear Mesopotamian sun”

- Jabra Ibrahim Jabra





A monumental 1966 composition from Kadhim Hayder's Epic of the  
Martyr series formerly in the collection of the Iraqi Ambassador to  
Lebanon H.E Nathir Umari

**FROM THE COLLECTION OF H.E NATHIR UMARI**

19 \*

**KADHIM HAYDER (IRAQ, 1932-1985)**

Al Qamar

oil on canvas, framed

signed "K HAIDAR" and dated "1966" on the stretcher,  
executed in 1966

104 x 134cm (40 15/16 x 52 3/4in).

£180,000 - 250,000

€200,000 - 280,000

US\$220,000 - 310,000

**Provenance**

Property from the collection of H.E Nathir Umari, Iraqi Ambassador  
to Lebanon (1963-1966), acquired directly from the artist, circa 1966,  
thence by descent

**Exhibited**

Kadhim Hayder, Gallery One, Beirut, 1966



HE Nathir Umari (left) with Charles De Gaulle in Paris in the late 1960's

“The hour has drawn near,  
and the moon was split in two.”

- Surah Al-Qamar



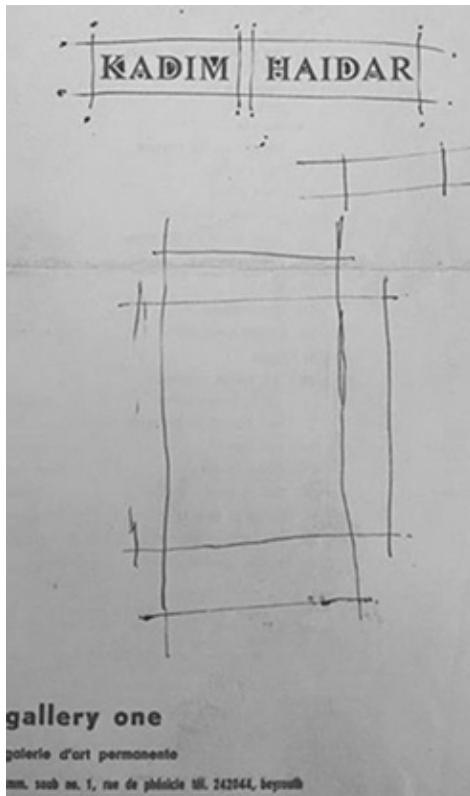
This monumental painting from Kadhim Hayder's Martyrs Epic series is a powerful depiction of the climax of the cycle, the moment of Imam Hussein's death. Painted in 1966, "Al Qamar" (The Moon) is a poignant and emotionally charged work that showcases the artist's masterful use of religious allegory and cultural mythology.

The painting comes to market with an impressive provenance, having belonged to Nathir Umari, a prominent Iraqi diplomat who served amongst other postings as ambassador to Lebanon, the United States, and France throughout the 1960's. Umari was also a senior representative for Iraq at the United Nations. The painting was acquired by Umari in Beirut during his ambassadorship.

The title of the painting, "Al Qamar" (The Moon), has significant symbolic meaning in Islamic culture and literature. The moon is mentioned numerous times in the Quran, and is often used as a metaphor for the light of God, purity, and guidance. In this painting, the red moon serves as a symbol both of mourning and of the light that Imam Hussein brought to the world through his sacrifice.

What makes this painting particularly special is that it was not originally part of the Martyrs Epic series, but was painted a year after the exhibition. It shows the artist's fondness for this particular scene, and his desire to explore it further. In this respect "Al Qamar" shares a striking similarity of the painting from the series that is now in the Barjeel Art Foundation, which adds to its significance and rarity.

This remarkable painting is a testament to Kadhim Hayder's importance in the history of Iraqi art, and his enduring legacy as an artist who captured the essence of one of the most important events in Islamic history..



Kadhim Hayder at Gallery One Exhibition Poster



The Battle of Karbala - Iran, 19th Century



“The horse represents the knight, keeping  
with the popular belief that the horse carries  
the spirit of the knight after his martyrdom”

- Kadhim Hayder

### **Saleem Al Bahioly: The Epic of the Martyr:**

"Haidar began working on the series in 1963 shortly after returning from London where he had studied printmaking and stage-design at the Royal College of Art. On the one hand, the paintings were a continuation of the interests of artists in the 1950s: in the inspiration Haidar found in popular culture and in his adoption of certain pictorial devices from ancient Assyrian sculpture to modern art (associated with the Baghdad Group for Modern Art) as well as in his concern with political struggles for justice (associated with the Pioneers art group). On the other hand, however, Haidar opened a new horizon for the practice of art by structuring the paintings around an act of symbolism.

The paintings are composed of horses and warriors, wielding spears and swords and bearing banners and shields, that are positioned on a flat, mythical landscape. This imagery was drawn from the annual tarziya celebrations that mourn the martyrdom of al-Husayn and other members of the Prophet's family in a stand-off with the Umayyad army in 680 AD; in particular, the imagery is taken from the processions in which a pageant of costumed figures representing characters from the battle fought on the "plain" west of the Euphrates parade through the street accompanying poets who narrate in a vernacular tradition of verse the injustice suffered by the Prophet's family.

In the paintings, this imagery has been reconstructed according to a variety of devices inspired by a range of sources: the bodies of the horses and figures are turned toward the viewer, as if they are appearing on a stage or in an ancient frieze depicting a historic battle; a sense of performance is carried into the image by the intense expressivity of their gestures which seem to dissolve anatomical features and the outline of shapes in a fervour of emotion; the limbs of human and animal bodies alike are often multiplied (an influence of Assyrian sculptural reliefs that Haidar almost certainly saw at the British Museum in London) and tapered (a form of modelling inspired by the sculpture of Henry Moore).



The present work photographed in the early 1990's at the owners residence

**"The exhibition of The Epic of the Martyr took place in circumstances that were politically and culturally complicated; it turned the idea of martyrdom into a modern symbol that cried out in tragedy apart from any religious interpretation."**

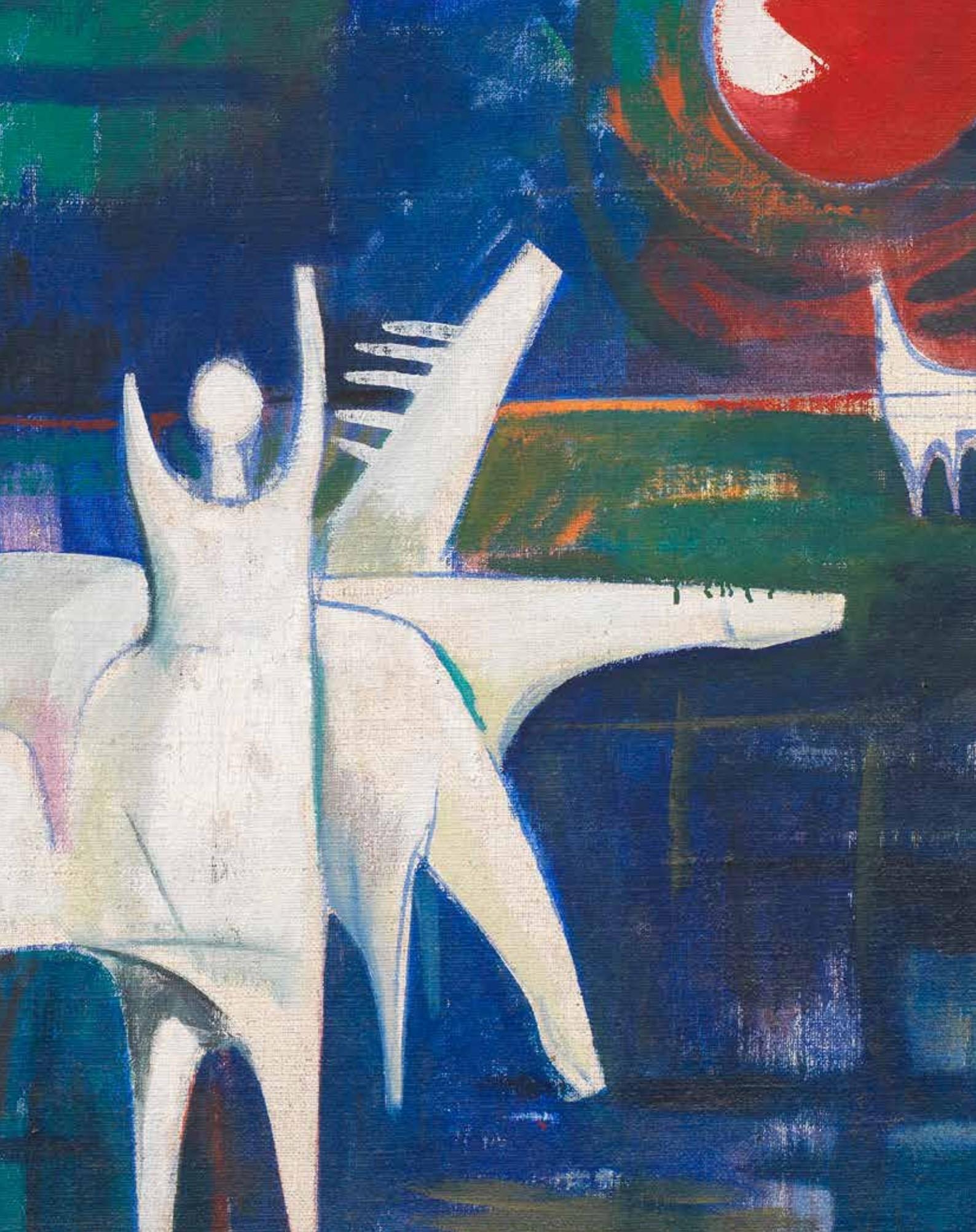
- Dia al-Azzawi

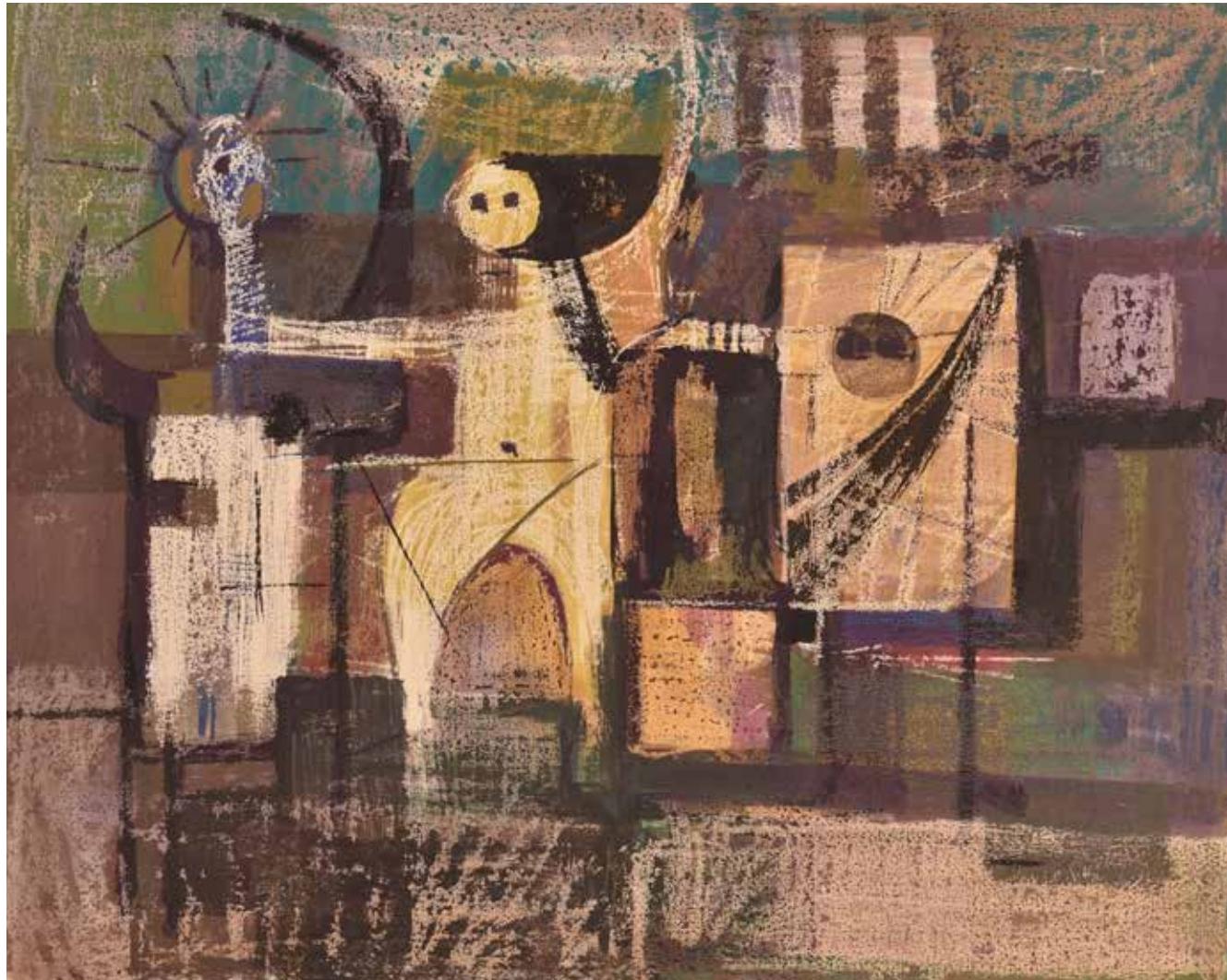
The reconstructed imagery is arranged in the paintings not to narrate a historical event but to elaborate a concept of the martyr that emerged out of that event—a hero who by his death in a struggle for truth paradoxically triumphs. Haidar developed this concept of the martyr in painting by focusing on the symbolic relation between the fallen martyr and his horse. As he explained to the newspaper al-Jumhuriyya in 1965: "the horse represents the knight, keeping with the popular belief that the horse carries the spirit of the knight after his martyrdom." That symbolism is present in the mourning processions where al-Husayn is represented by a riderless white horse; but it has its roots in a legend that, when al-Husayn's horse saw his beheaded corpse, it circled around his body, rubbed its head in his blood, let out a ferocious whine and killed forty men.

The paintings in The Epic of the Martyr were different sizes [they] reflect, as Dia al-Azzawi has written, Haidar's desire to collapse the distinction between gallery and street, and between art and ritual, by reproducing the atmosphere of the folk celebration inside the museum. To that end, for the exhibition in 1965, Haidar composed a poem in which each line corresponded to a painting in the series, in this way reproducing the coupling of pageant and poetry in the mourning processions.

This attempt to go beyond the conventional materials of painting, in order to use the artwork to stage an experience that is not only visual but also emotive, makes The Epic of the Martyr one of the earliest pieces of contemporary art in the Middle East."

Saleem Al-Bahloly received a PhD from the University of California, Berkeley, and has held fellowships at Johns Hopkins and the University of California, Santa Barbara. He is writing a book about an intellectual shift that occurred in Iraq during the 1960s in response to disillusionment with left-wing politics. The above text has been abridged.





20 \*

**KADHIM HAYDER (IRAQ, 1932-1985)**

Untitled (The Epic of the Martyr series)

mixed media on paper laid on cardboard  
executed in 1965

48.3 x 60cm (19 x 23 5/8in).

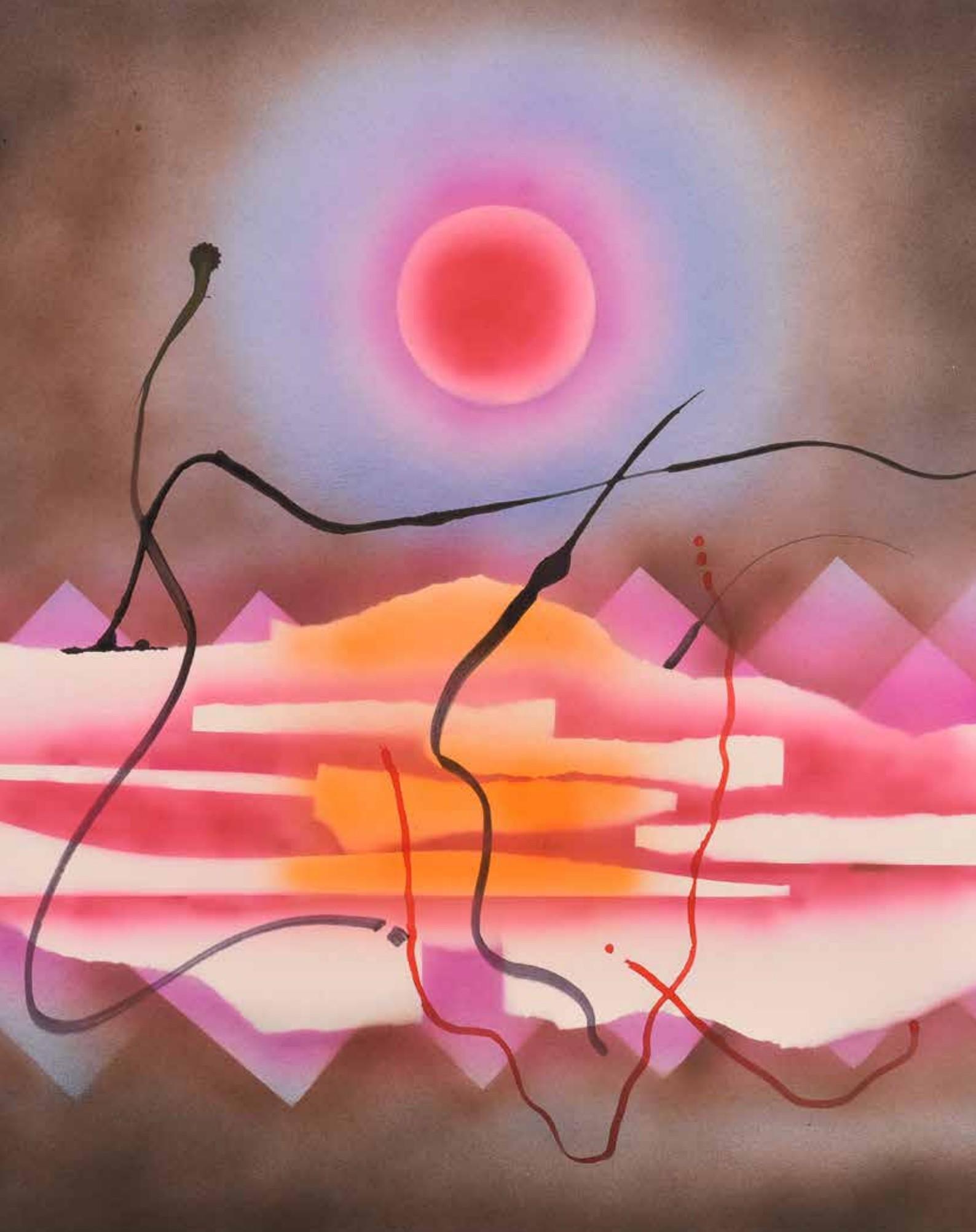
£8,000 - 12,000

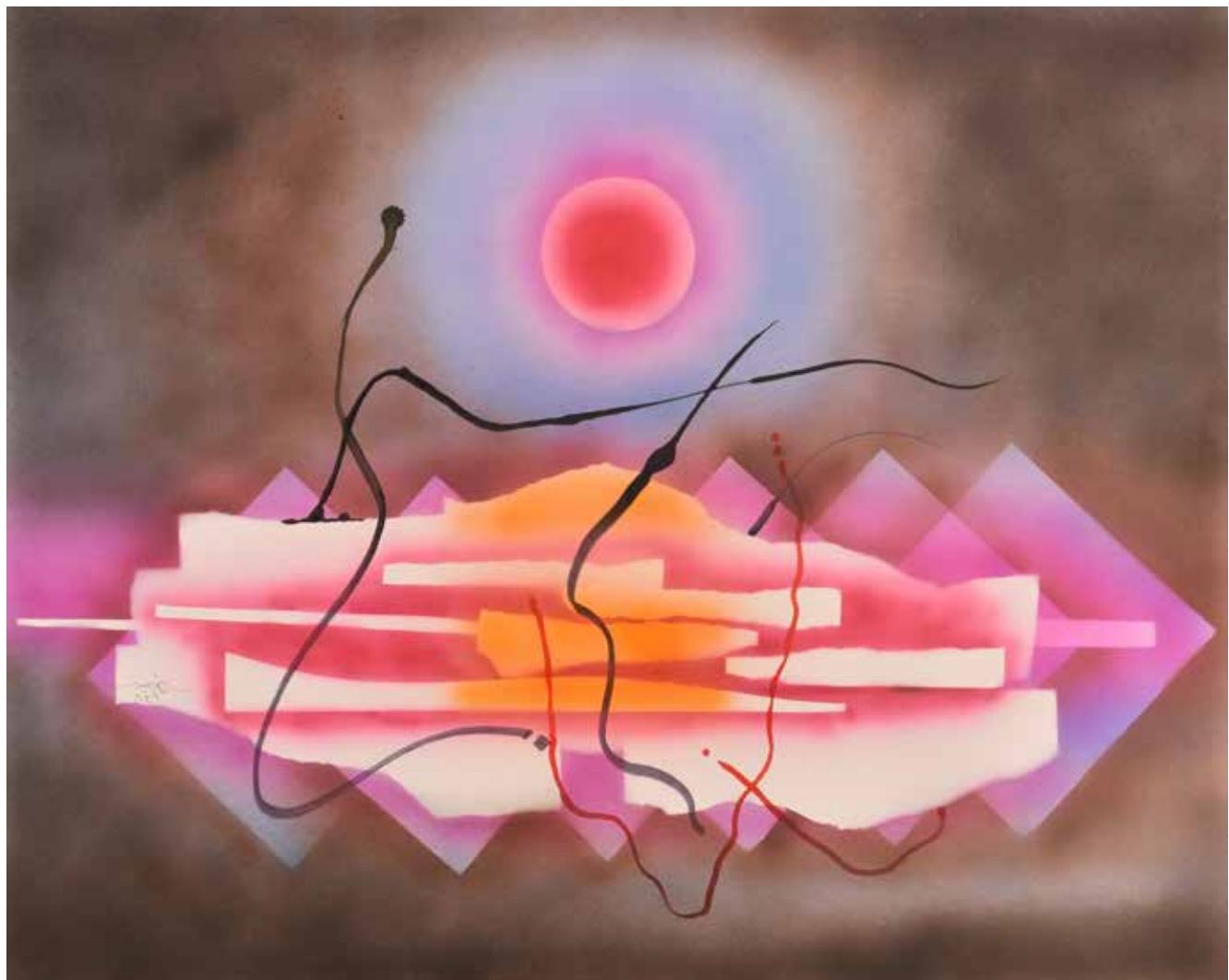
€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from the Artist's Estate





21 \*

**KADHIM HAYDER (IRAQ, 1932-1985)**

Bleeding Moon

mixed media on cardboard

signed "Kadhim Hayder" and dated "84" in Arabic (lower left), executed in 1984

48 x 60cm (18 7/8 x 23 5/8in).

£16,000 - 25,000

€18,000 - 28,000

US\$20,000 - 31,000

**Provenance**

Property from the Artist's Estate

**Exhibited**

London, Kadhim Kayder, Iraqi Cultural Centre, 1984



22 \*

**KADHIM HAYDER (IRAQ, 1932-1985)**

Full Moon

mixed media on cardboard

executed in 1984

64 x 53.2cm (25 3/16 x 20 15/16in).

£14,000 - 18,000

€16,000 - 20,000

US\$17,000 - 22,000

**Provenance**

Property from the Artist's Estate

**Exhibited**

London, Kadhim Kayder, Iraqi Cultural Centre, 1984



فنان بن سينا

سید علی جعفری

دیکٹیو

لکھنؤ

# *"Red Composition"*

## A seminal 1970 masterpiece by Dia Azzawi and one of the first large scale works in his mature style

23 \* AR

### DIA AZZAWI (IRAQ, BORN 1939)

Red Composition

oil on canvas, framed

signed "Dia Azzawi", and dated "1970" (lower left and on the verso),  
executed in 1970

125 x 125cm (49 3/16 x 49 3/16in).

£50,000 - 80,000

€57,000 - 91,000

US\$62,000 - 99,000

### Provenance

Property from a private collection, Beirut

Bonhams are proud to present "Red Composition", a seminal 1970 masterpiece by the renowned Iraqi artist, Dia Azzawi, painted in the immediate aftermath of his establishment of the "New Vision Group". This large and important painting is a landmark work in Azzawi's illustrious career, it is one of the earliest works in the artists mature painterly style and signature palette as well as the first work where the artist introduces a blend of Arabic and Ancient Mesopotamian letterforms.

Painted in 1970, "Red Composition" represents a pivotal point in Azzawi's artistic journey. As he transitioned from the darker palette and more figurative works of the 1960s to a warmer, more vibrant approach, this painting served as a catalyst for his exploration of letterforms and abstract figural references.

In the present work, Dia Al-Azzawi draws from ancient cuneiform, humanity's first script along with Egyptian hieroglyphs. This script features "figurative" pictograms that symbolize objects and "abstract" signs made up of lines in the shape of "corners" or "nails," which transcribe a sound or syllable. Incisions, signs, pictograms, and symbols form the core vocabulary of Azzawi's formal language, which he liberates from their literal meanings to create a visual poetic equivalent. He deftly captures the sensitive resonance of Sumerian epic extracts within himself, expressing it through colour and semi-figural outlines.

Executed on a grand scale, "Red Composition" demands the viewer's attention with its bold use of colour and dynamic composition. The piece's fiery red hues are balanced with black lines and forms that weave throughout the canvas, evoking a sense of movement and depth.

It is no surprise that "Red Composition" is recognized by the own artist an important piece in his oeuvre, representing a turning point in his artistic evolution. This painting truly embodies the essence of Azzawi's mature style.

Azzawi started his artistic career in 1964, after graduating from the Institute of Fine Arts in Baghdad and completing a degree in archaeology from Baghdad University in 1962. His studies of ancient civilizations and Iraqi heritage had a profound impact on his art, and a key objective in the early formation of his artistic style was to link the visual culture of the past to the present.

In 1969, Azzawi formed the New Vision Group (al-Ru'yya al-Jadidah), uniting fellow artists ideologically and culturally as opposed to stylistically. The group's manifesto, Towards a New Vision, highlighted an association between art and revolution, and sought to transcend the notion of a 'local style'—coined by the Baghdad Modern Art Group—by broadening the parameters of local culture to include the entire Arab world.

With exhibitions of his work held worldwide, including a landmark retrospective in 2017 at Qatar's MATHAF, his art features in the collections of some of the world's most prestigious museums and institutions. He is also regarded, in the tumultuous post-conflict climate of 2000s Iraq, considered to be the ultimate authority on modernist and contemporary art from the region.



The Artist in Iraq, circa 1970's

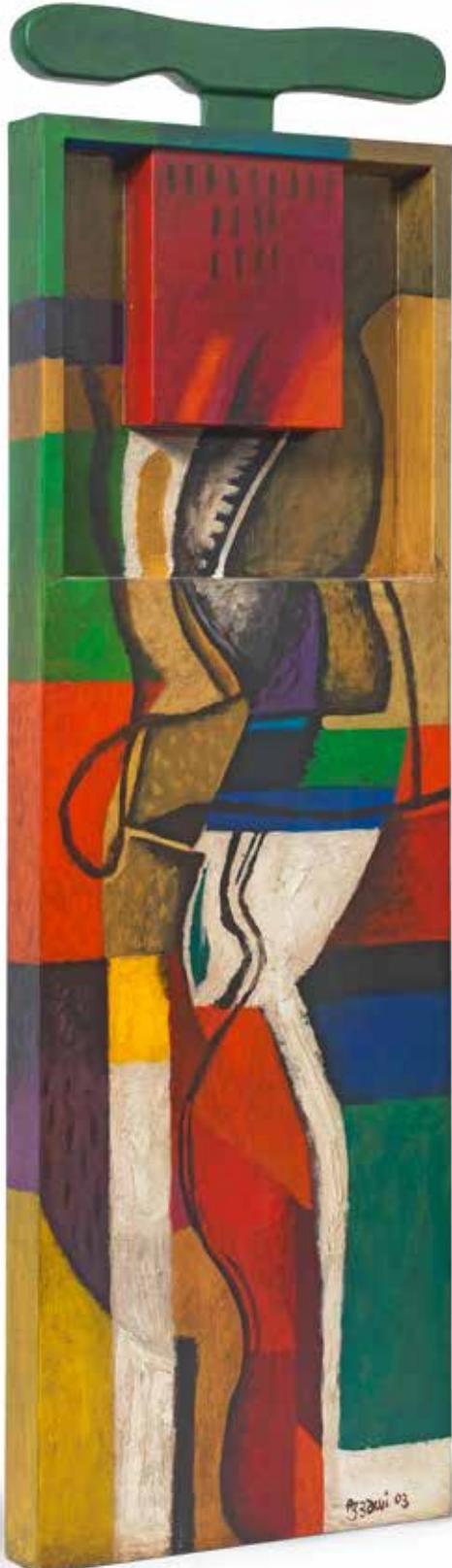


An ancient cuneiform inscription



“This is part of our “identity problem”: what to do with calligraphy? How do we use it to create something which is related to our history? I was very much influenced by a different part of Iraqi history, mainly by Sumerian art, and this combination with Arabic calligraphy, gave me the ability to create new kinds of abstract imagery”

- Dia Azzawi



24 AR

**DIA AZZAWI (IRAQ, BORN 1939)**

Ancient Village

acrylic on wood panel

signed "Azzawi", dated "03" and titled "Ancient Village" on the verso,  
executed in 2003

146 x 46cm (57 1/2 x 18 1/8in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a private collection, London

Commissioned directly from the Artist by the above in Spain

25 AR

**DIA AZZAWI (IRAQ, BORN 1939)**

Two Missing Friends

bronze

signed, stamped and numbered "4/7" on the verso,  
4 number from an edition of 7 plus 2 artist proofs, executed in 2008  
36 x 50 x 12cm (14 3/16 x 19 11/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a private collection, London

Acquired directly from the Artist by the above



For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

## FORMERLY ON LOAN TO THE NORTH CAROLINA MUSEUM OF ART

26 \*

### SALIBA DOUAIHY (LEBANON, 1915-1994)

Blue Abstract

oil on canvas

signed "Douaihy" and dated "78" on the verso, collection label of the North Carolina Museum of Art also on verso, executed in 1978  
67 x 86cm (26 3/8 x 33 7/8in).

£40,000 - 60,000

€45,000 - 68,000

US\$50,000 - 74,000

#### Provenance

Property from the collection of the artist, thence by descent to his grand-nephew Dr Milad Douaihy, formerly on temporary loan to the North Carolina Museum Of Art (Collection Reference: TL.76.4.3)

#### Published

The Art of Saliba Douaihy, A Retrospective Exhibition, North Carolina Museum of Art Raleigh, 1978 (illustrated)

Bonhams are proud to be offering an exceptional, large format, published, abstract painting from one of Lebanon's leading 20th Century artists Saliba Douaihy. Exhibited at the artists landmark 1978 show at the North Carolina Museum, the work is a testament to the critical international acclaim Douaihy received after his transition to hard edge painting.

Matched by an impeccable provenance, having been on loan to the North Carolina Museum, the work was then passed to the artists nephew, Dr Milad Douaihy, an esteemed professor at the Sorbonne from whose collection it now comes to auction.

Born in northern Lebanon within the small town of Ehden, Douaihy was seen as having a talent for the arts from an early age, which led to him being heavily encouraged to develop his craft. Douaihy's work transformed throughout his life, from early works following classical landscape paintings depicting Lebanese villages, to later works such as "Blue Abstract" following ideas and themes from American Abstract expressionism and Formalism. His body of work involves radical changes and refined artistic instinct. The present work dates from the culmination of his period, when he was selected by the North Carolina museum to stage a major retrospective.

"Blue Abstract" from the artists Hard Edge period is an exquisite yet minimalist work. Only five colours are found in the composition, Red, Blue, Yellow, Orange and Green. Each colour is applied to the canvas in precise lines as geometric shapes. The canvas is dominated by a monolithic swathe of azure blue engulfing the work. It leads the viewers eye to the outer edges of the work. Two rich segments of red and a single yellow shape act as barriers to either side of the plane. A lighter marine blue segment darts through the right hand side cutting the outer yellow away from the mass of blue

The application of the paint within the simplistic composition can allude to a lack of perspective in some works. Here it does the opposite. Douaihy uses colour theory and precise geometric shapes to create the feeling of depth and dimension.

Douaihy was awarded a grant from the Lebanese government to study abroad. He studied in New York and was introduced to the energetic and modern art scene. This was an integral part to his future themes and his 'Hard edge' series of abstract, minimalist paintings. Rothko and Hans Hoffman were important acquaintances as they were masters of colour theory, knowing how to extract depth from colour with very simplistic compositions.

Douaihy became attuned to the ideas of formalism from his readings on Immanuel Kant. This inspired many parts of this work. These influences led to this dedication of hard-edged shapes depicted as flat surfaces. Douaihy's stance encapsulates the ideas and values that influenced all later pieces by him. The painting demonstrates his mastery of the minimalist aesthetic as well as the two fundamental aspects in formalist painting: colour and shape.

"Blue Abstract" is truly a compositional masterpiece. Douaihy emphasises the compositional elements along with the purest idea of colour theory that creates the spectacular depth within this work. The work epitomises why he is a true pioneer of Arab Modernism.

Douaihy participated in many exhibitions including the Salon Des Artistes Francais, Paris (1934); the New York fair; the Guggenheim Museum; the Salons des Realites Nouvelle, Paris; the Pennsylvania Academy of Fine Arts and University Art Gallery, New York. Douaihy won many prizes and awards. They included the Lebaneses National Ord of the cedar (1956), the Philadelphia Academy of Fine Arts Award (1968) and the Medaglia d'Oro of the Accademia d'Itlia dello Arte e del Lavoro (1980).



The present work published in the North Carolina Museum Catalogue



“Colour is a plastic means of creating intervals...  
what counts is its use, not its manufacture.”

- Barnett Newman

وَنُومِي يَدْأَفِعُ الْمُوَادِ الْمُرْكَبَةَ  
كُتُبَاتٍ تُتَقْبِلُهُ بَعْدَ أَمْ تُلْفَظُهُ (٦)  
جَئْتَنِي؟ كُتُبَتِي هُنْدَ وَأَنَا، مُثْلَّ  
أَنْقَطَتِي حِيرَتِي طَالَاهُ أَهْمَنْ يُجَيِّزُونَ  
جَهْوَانْ سَفَرِي وَ لَكِيَتِي؟ مُنْ  
جَارِتِي؟ هَذِهِ جَارِتِي كُلُّ نَافِذَهَا  
يَسِينْ لَامَاطُوتَ وَ تَنْلَاقَةً اِبْرَقَهَا  
أُمْرِي فِي بَيْنِي مُنْ حَوْنَانْ  
دُونْ أَنْ تَشْكُوْنِي إِلَى نَيْبِ  
لَطْرَبِعَ وَ فِي لَمْزَارِ عَلَى لَمْنَاعِطَفَ وَ فِي  
نَغْمَسِ سَمَّةَ تَلْوَسَنَةَ يَطَارِدَ  
أَكْلَونَ فِي هَبَئَةَ الْأَمْرَقَ وَ أَنْ

شوف الجدران؟ أهذه خيال  
صوق أسرة الراقدین؟ أهذه  
تبعد حني أم ترمي مع جده  
ما فر أمام شرهبی وانتظر دوری  
دھولی لا هو بيبي. من يقولني  
يفيلني: فتھ الشرطة أم عين  
تدرك بالعين ما سخط  
خيطاً من أهوار: سفلى أم  
تبرد، وآن أثرافص كالمدن من  
الشروع؟ هوا شخصی فوق  
الله طاركة على الارتفاع ولأن  
الإسباح لي: مكيف لـ لأن

د ركة في بخيبة حدازني  
د سرق قاعده في  
د المحمد انت الانتظار  
د ظهي (٦) نا نكتف  
د مثل لغى ما لا  
د يحببوننا شهاد  
د ؟ من نافذ هات  
د برقها و حون اون ق دنا لنا  
د كعيب لا من الطبعه  
د مطفف وهي ازيج  
د يطارد دلت سـ ٣٠٠  
د فـ اـ وـ اـ عـ اـ  
د كان مـ عـ دـ دـ عـ

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لطف و خوش  
بیانیه شنید  
علی داشت  
مدیران  
آنچه میخواهند  
شنبه





**ETEL ADNAN (LEBANON, 1925-2021)**

## Thresholds

mixed media on paper, leporello, booklet 22 pages  
 signed, titled, inscribed, dedicated "Thresholds" from "Ghairi bisifat kaouni" to Charbel Dagher 2003 writing and drawing Etel Adnan Beiteddine 2003", executed in 2003  
 17.5 x 259.6cm (6 7/8 x 102 3/16in).

**£45,000 - 60,000**  
**€51,000 - 68,000**  
**US\$56,000 - 74,000**

**Provenance**

Property from a private collection, Dubai  
 Agial Art Gallery, Beirut  
 Formerly property from the collection of Dr Charbel Dagher

Bonhams has the privilege of presenting one of Etel Adnan's most distinctive artistic creations. Thresholds is one of Adnan's leporello works dedicated to and formerly in the collection of Dr Charbel Dagher. Adnan was influenced by Dr Dagher's thought-provoking poem "Thresholds" that explores the concept of boundaries and limits, both physical and metaphorical. Through its use of vivid imagery and metaphorical language, the poem suggests that everything in life has thresholds, and that these limits are an inherent part of the human experience. Here Adnan features transcripts of Dagher's poem and combines it with visual observations that are drawn using simple lines and bright colours conveying a sense of playfulness and spontaneity.

The choice of the leporello format presented Adnan with a dynamic paradox: an expanded space, multiplying its potentialities as the pages unfurl but when closed, reduced to the symbolic space of a notebook, a metaphor for mobility and aesthetic nomadism. The term "leporello" comes from the character of the same name in Mozart's opera Don Giovanni, who carries a long list of the protagonist's romantic conquests. Adnan's leporellos are a series of accordion-folded booklets that combine text and images, however, they are not lists but rather an exploration of memory, place, space and language. Other leporellos by Adnan also feature lavish illustrations of landscapes and transcriptions of Arab poetry by writers and poets including Mahmoud Darwish and Yusuf Al Khal as well as her own writing. Adnan's leporellos typically feature one continuous landscape or cityscape image that unfolds across the accordion folds, while the text accompanies the images, often in short poetic fragments.

One of Adnan's most well-known leporellos is "Mount Tamalpais Morning," which depicts the Northern California mountain in bright blues, greens, and yellows, and features text that evokes the experience of being in nature. Other leporellos include "Shoreline," which portrays the coastline of the Mediterranean, and "Journey to Mount Tamalpais," which describes Adnan's drive to the mountain and features an image of the road winding through the landscape. Adnan's leporellos are intimate and personal works, reflecting her deep connection to place and her experience of the world. They invite the viewer to enter into Adnan's world and explore the relationship between image and text, landscape and memory, and the possibilities of the accordion fold format.

**Dr Charbel Dagher**

Dr Charbel Dagher is a Lebanese-American poet, writer, and educator. His poetry is known for its themes of identity, exile, love, and loss, and it often explores the complex relationship between the individual and society. Dagher's poems are characterized by their vivid imagery, emotional intensity, and lyrical language. He frequently employs metaphors and symbols to convey his ideas and feelings, and his use of sound and rhythm adds a musical quality to his work. Dagher's poetry is deeply personal and reflective, yet it speaks to universal themes and experiences. His work captures the complexity and beauty of the human experience, and his words resonate with readers across cultures and borders. One of Dagher's notable works is his collection of poems titled "Anthems for the Unwanted," which explores the experiences of refugees and immigrants. The collection highlights the struggles, hopes, and dreams of people who are often marginalized and silenced in society.

**Thresholds Poem**

The poem Thresholds begins with an image of a door, which represents a threshold or boundary between two spaces. The door is described as "narrow" and "barren," suggesting that it is not particularly inviting or welcoming. This image sets the tone for the rest of the poem, which is concerned with the idea of limits and boundaries. The next few lines of the poem describe various physical thresholds, such as the point at which a river meets the sea and the place where the earth meets the sky. These images serve to emphasize the idea that everything in life has a limit or boundary. The poem then shifts to a more metaphorical exploration of thresholds. The speaker suggests that there are limits to what we can know and understand, and that these limits are like "a wall we cannot breach." This image suggests that there are some things that are simply beyond our comprehension, no matter how hard we try. The final lines of the poem suggest that even death itself is a threshold, a boundary that we cannot cross. The speaker suggests that death is like a door that we must all pass through eventually, and that it represents the ultimate limit or boundary.







28 AR

**CHARLES HOSSEIN ZENDERoudi (IRAN, BORN 1937)**

Untitled (Talismanic Charts)  
gouache on paper, framed  
signed "Zenderoudi" and dated "78" (lower right), executed in 1978  
63.5 x 84cm (25 x 33 1/16in).

£15,000 - 25,000  
€17,000 - 28,000  
US\$19,000 - 31,000

**Provenance**

Property from a private collection, London  
Acquired directly from the Artist by the above

"I use calligraphy as a pictorial means, and not solely as a traditional writing system. My goal is to reach a plastic interpretation of the written word. This is how I see the progress of contemporary art in the Islamic world."

We are proud to present two remarkable 1970's calligraphic works on paper by Charles Hossein Zenderoudi from his artistic prime.

Inspired by ancient Iranian talismans and written offerings at shrines, these pieces are reminiscent of Sufi charts, numeral tables, and codes. The artist's calligraphy is a masterful display of his skill, capturing the essence of these ancient art forms while infusing them with his signature style.

The vibrant colors used in the works are a hallmark of Zenderoudi's artistic prowess. His unique approach to color and form is showcased in every stroke of the pen, making these pieces truly remarkable.

Zenderoudi's work has been exhibited in galleries and museums around the world, cementing his place as one of the most influential artists of his time. These works on paper are not only visually stunning but also offer a glimpse into the artist's cultural heritage and spiritual traditions.



29 AR

**CHARLES HOSSEIN ZENDEROUDI (IRAN, BORN 1937)**

Untitled (Windows)

gouache on paper, framed

signed "Zenderoudi" and dated "78" (lower left), executed in 1978

63.5 x 84cm (25 x 33 1/16in).

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

**Provenance**

Property from a private collection, London

Acquired directly from the Artist by the above

30

No lot



31

**REZA DERAKSHANI (IRAN, BORN 1952)**

A Scene from 'Khosrow and Shirin'

oil on canvas

signed on the stretcher and initialled (lower right), inscribed 'Shirin & Khosrow' (upper right), executed circa early 2000's

160 x 125cm (63 x 49 3/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, London



32

**REZA DERAKSHANI (IRAN, BORN 1952)**

Blue Hunting  
oil on canvas

signed and dated on the verso, executed in 2015  
152 x 184cm (59 13/16 x 72 7/16in).

£30,000 - 50,000  
€34,000 - 57,000  
US\$37,000 - 62,000

**Provenance**

Property from a private collection, London



33

**FAHR EL-NISSA ZEID (TURKEY, 1900-1991)**

Untitled

pen, ink and gouache on paper laid on card

executed circa 1950

18 x 24cm (7 1/16 x 9 7/16in).

£2,000 - 4,000

€2,300 - 4,500

US\$2,500 - 5,000

**Provenance**

Property from the collection of Gimpel Fils Gallery, London

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



34

**FAHR EL-NISSA ZEID (TURKEY, 1900-1991)**

Untitled

pen, ink and gouache on paper laid on card

executed circa 1950

25 x 17cm (9 13/16 x 6 11/16in).

£2,000 - 4,000

€2,300 - 4,500

US\$2,500 - 5,000

**Provenance**

Property from the collection of Gimpel Fils Gallery, London

## A rare and exquisite painting by Fahrelnissa Zeid from her kaleidoscopic period

35

### FAHR EL-NISSA ZEID (TURKEY, 1900-1991)

Lavender

oil on canvas

executed circa 1950s

72 x 58cm (28 3/8 x 22 13/16in).

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

#### Provenance

Property from the private collection, London

Property from the collection Fahr-El Nissa Zeid's personal assistant,

Raymond Williams, England

Gifted directly from the artist to the above owner, circa 1970s

#### Overabundance

by Adila Laidi-Hanieh, PhD.

Fahrelnissa Zeid deployed colour, line, the sublime, and the infinitesimal in a five-decade-long career producing an extraordinary and timeless body of work. After exploring expressionist figuration during the War in Istanbul, she settled into abstraction from 1948 to 1968, and developed, then grew out of several styles in sequence.

The work on offer here belongs to her second abstract phase, of mainly monumental chromoluminarist compositions, into which she transitioned in the early 1950s after she gained in assurance with abstraction, creating her well-known kinetic vortexes.

This is a rare specimen to come for sale for a few reasons: Most works in that unique style have already been acquired in the span of three decades by important institutional and private collections, and because of its relatively medium size. Chromatically this painting is also unique given its dominance by pink, fuchsia and purple, while Zeid usually favoured primary colours.

Still, this work concentrates Fahrelnissa Zeid's high period style and gesture. The dynamic and kinetic swarming is reined in by an invisible base, and constituted by only four colours that jostle for space with white on the pictorial plane. Her energy allowed her to work rapidly and create complex abstractions that contemporary artists now execute via computer generated patterns projected onto canvases. Fahrelnissa Zeid created alone: First freely drawing a meandering pattern by charcoal on the canvas, then filling it with paint over hours or days of focused uninterrupted work.

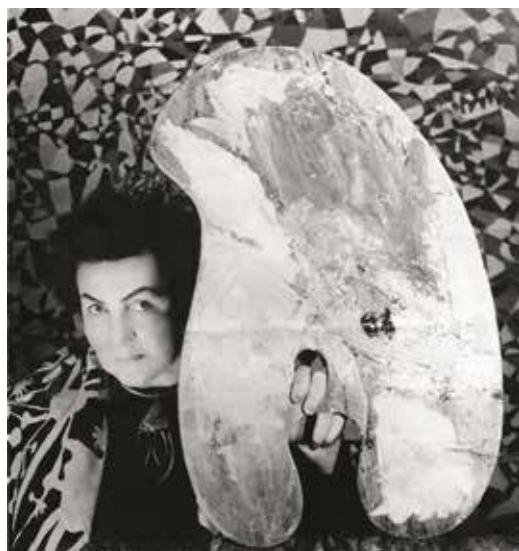
Her sharp rapid thrusting line turns then returns, criss-crosses, and swarms the canvas, projecting her inner visions and inner states. In the interstices of the lines are ellipses of depth and light that create movement and flight. Yet Fahrelnissa Zeid is not only a linear painter, and this small work affords its viewers the treat of glimpsing her characteristic impasto and brush strokes.

“This work is a rare specimen of Fahrelnissa Zeid’s kaleidoscopic high period, a body of work that she widely exhibited in solo shows in private galleries in New York, London, Paris, and Zurich throughout the 1950s, as well as at the abstract art international exhibitions of the Salon des Réalités Nouvelles in Paris”

- Adila Laidi-Hanieh

This work is a rare specimen of Fahrelnissa Zeid's kaleidoscopic high period, a body of work that she widely exhibited in solo shows in private galleries in New York, London, Paris, and Zurich throughout the 1950s, as well as at the abstract art international exhibitions of the Salon des Réalités Nouvelles in Paris. This success led her to be invited by the ICA in 1954, to showcase the latest artistic developments of the Nouvelle Ecole de Paris art movement to London audiences, making her the first woman artist to exhibit solo at that prestigious modernist hub.

What drove Fahrelnissa Zeid to work and paint prolifically? Art was for her a way out of her selfhood, like an ‘overabundance’ that ‘starts where living does not suffice to express life’. She said that one does not paint to ‘make art,’ because ‘there is no art, no works of art. There is the joy of living, the joy of creating, because one is not enough to oneself.’



The Artist



# A large and majestic 1980's oil painting by Zeinab Abdel Hamid depicting Islamic Cairo's Al-Muizz Street from the collection of the artists family

36 \*

## **ZEINAB ABD EL HAMID (EGYPT, 1919-2002)**

Al Moez Ledin Allah Al Fatemi Street

oil on canvas laid on board, framed

signed "Zeinab Abdel Hamid" and dated "1988" (lower left),

executed in 1988

90 x 63cm (35 7/16 x 25in).

**£25,000 - 50,000**

**€28,000 - 57,000**

**US\$31,000 - 62,000**

### **Provenance**

Property from the Artist's Estate, Cairo

### **Published**

Provisionally selected for publication in Modern Painting in Egypt, Aimee Azar, Edited by Valerie Didier and Hussam Rashwan, Editions Norma, 2023

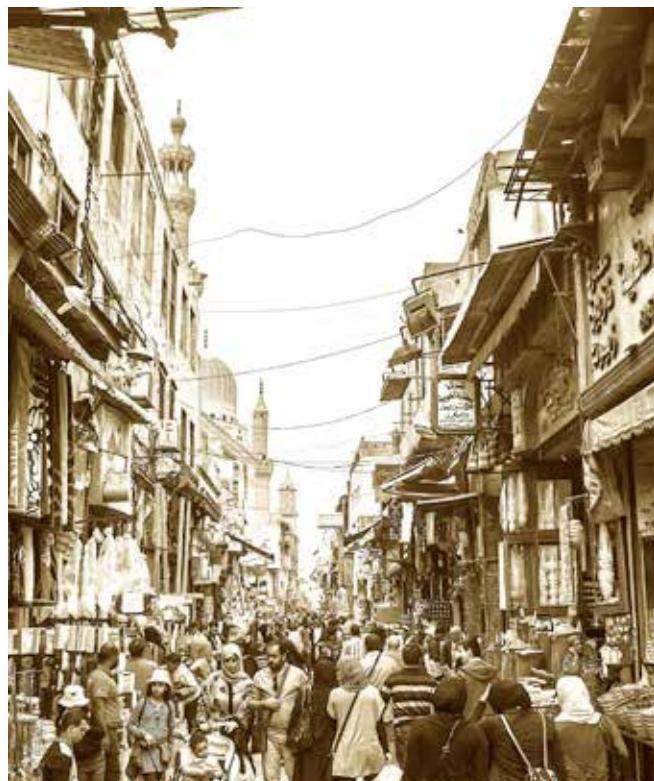
Depicting a bustling thoroughfare in Cairo's historic Al Muiz Street, this large-scale painting by Egyptian artist Zeinab Abdel Hamid is a striking example of her bold and dynamic style. Painted entirely in multicoloured outlines against a white background, the composition captures the energy and vibrancy of the street, with its winding alleys, ornate facades, and throngs of people.

Abdel Hamid's use of vibrant colours and dynamic strokes creates a sense of movement and rhythm throughout the painting, drawing the viewer's eye through the busy scene. The intricate detailing of the architecture and urban scenery adds a sense of depth and texture to the composition, while the absence of solid forms or shadows gives the painting an ethereal, graphic like quality.

With its bold and evocative style, "Al Muizz Street" is a captivating work that showcases Abdel Hamid's unique vision and mastery of colour and form. A powerful and animated work, this painting comes directly from the illustrious collection of the artists family.

Al Muizz street is one of the oldest and most important thoroughfares in Historic Cairo, Egypt. The street is over a kilometre long and is lined with historic buildings and landmarks, including mosques, madrasas, and marketplaces that date back to the Fatimid and Mamluk periods. Walking along Al Muizz street is like taking a step back in time, as many of the buildings have been beautifully restored and preserved, allowing visitors to experience the rich history and culture of Egypt's capital city. The street is a popular destination for tourists and locals alike and is considered one of the most significant cultural and architectural treasures of Cairo.

Zeinab Abd al-Hamid was a pioneering Egyptian artist who worked in numerous media. Born in 1919, she studied at the Academy of Fine Arts in Cairo and later became a professor of painting at the same institution. She was known for her works in both painting and sculpture, which were influenced by her interest in ancient Egyptian Art, Mythology and local urban culture.



El-Moez Street, Old Cairo, Egypt







# *"The Legacy of Eve"*

## A major 1960's oil painting by pioneering Egyptian Surrealist Rateb Seddik and the first work by the artist ever to appear at auction

37 \*

**RATEB SEDDIK (EGYPT, 1917-1994)**

The Legacy of Eve

oil on canvas

executed circa 1960s-1970s

77 x 110cm (30 5/16 x 43 5/16in).

£70,000 - 120,000

€79,000 - 140,000

US\$87,000 - 150,000

### Provenance

Property from a private collection, Egypt

Formerly in the collection of Dr Mohamed Mahmoud Fakhry, Saudi Arabia  
thence by descent to his heirs, Egypt

Bonhams are proud to present one of the rarest examples of Egyptian Surrealism to come to the market and the first appearance at auction of a work by Rateb Seddik. An emotive and striking composition, "The Legacy of Eve" is a superlative example of Seddik's signature surrealist paintings portraying grouped figures. Depicting the Biblical episode of the Curse of Eve and the divine punishment of pain in childbirth, Seddik weaves an imaginative and symbolic expression of the suffering of womankind in a style which combines classical and modern artistic elements.

According to the Bible, the Curse of Eve refers to the punishment that God inflicted upon Eve and all womankind after she disobeyed His command not to eat from the Tree of Knowledge in the Garden of Eden. As a result of her actions, God pronounced a series of curses upon Eve and Adam, with Eve's curse specifically relating to childbirth and her relationship with her husband.

The curse states that "I will make your pains in childbearing very severe; with painful labour you will give birth to children. Your desire will be for your husband, and he will rule over you" (Genesis 3:16). This curse is understood to mean that women will suffer physical pain and discomfort during childbirth, and that they will also experience a subordinate role in their relationships with men.

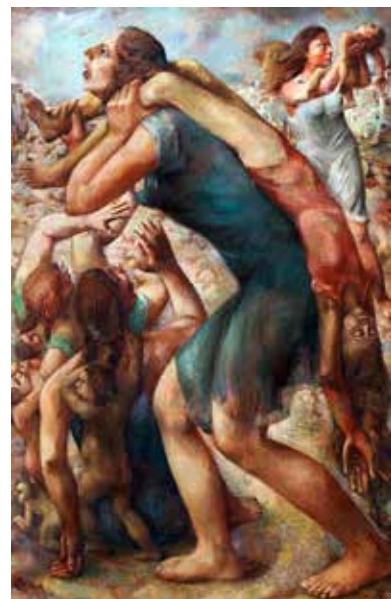
The Curse of Eve has been interpreted in many different ways over the centuries, with some seeing it as a literal punishment for Eve's disobedience, however in Seddik's powerful composition we can perhaps read the Curse of Eve framed as a metaphorical representation of the challenges that women face in patriarchal societies. In some religious traditions, the curse has been used to justify the subjugation of women and their exclusion from positions of power and authority.

The foreground of the image is dominated by a procession of female figures and infants, depicted in a state of distress. Their faces are twisted with pain and anguish, and bodies are contorted in a way that reflects the gravity of the generational suffering imposed on them by the Biblical curse.

Behind the female figures, a surrealist landscape of vibrant colours animals and fantastical architecture is joined with an Egyptian looking group of palm trees by a riverside, creating a dream-like atmosphere that is typical of Seddik's surrealist style.

The painting not only reflects Seddik's signature emotionally charged style of figuration but shows clear stylistic inspiration from great renaissance depictions of the fall of man and the expulsion from the garden, a perennial subject in old master painting with notable examples from Michelangelo and Massacio.

Rateb Seddik was a visionary artist who studied at both Chelsea College of Art in London, where he was a student of the English surrealist painter Robert Medley, and later in Paris where he studied with Fernand Leger. Seddik became a member of the Art et Liberté and participated in the group's major exhibition, entitled "For Independent Art", held on May 12, 1944, at the Lyceé Francais School in Cairo. Seddik's work, despite having featured in major institutional exhibitions, has never before appeared at auction, a testament to its extreme rarity; the present work therefore provides collectors with the chance of acquiring one of the finest examples from an artist whose work is seldom available.



Expulsion from the Garden of Eden by Masaccio

Rateb Seddik - The Massacre of the Innocents



The Fall and Expulsion from the Garden of Eden by Michelangelo

“To the woman he said, ‘I will greatly increase your toils in childbearing; in pain you shall bring forth children, yet your desire shall be for your husband, and he shall rule over you’”

- Genesis



38 \*

**FOUAD KAMEL (EGYPT, 1919-1973)**

Bewitched

oil on board, framed

signed "Fouad Kamel" (lower left), executed circa 1940's  
55 x 43cm (21 5/8 x 16 15/16in).

£25,000 - 50,000

€28,000 - 57,000

US\$31,000 - 62,000

**Provenance**

Property from a distinguished private collection, Cairo

Piercing, acerbic and magnificent, Fouad Kamel's brazen composition of a surrealist figure is a confident, bold and technically masterful example of the Art and Liberty movements incredible artistic output. Ghoulish, otherworldly and distorted, the figure nevertheless demonstrates a sense of vigour and strength, its piercing gaze and rotund breasts evoking a potent mixture of surrealism and femininity.

The Egyptian Surrealist movement, "Art E Liberte", was founded by George Henein with a group of Egyptian and expatriate avant-garde artists in protest against Fascist and Nazi anti-art sentiment. They called their art 'decadent', in support of the poet Andre Breton, and his statement, signed by Mexican artist Diego Rivera, "Towards an Independent Art".

A number of Egyptian artists, including Fouad Kamel, Rameses Younan and Kamel el-Telmesany, in addition to a great number of Egyptian and expatriate intellectuals, signed a statement prepared by poet George Henein, entitled "Long Live Decadent Art!" It was published in Al-Fann Al-Hurr (Free Art) magazine in December 1938.

The presence of many foreign artists, poets, writers and critics in Egypt at the time played a crucial role in spreading an air of liberation and the dissemination of Socialist thought; George Henein, with his refined French education, was the link between these Egyptianized expatriates and the artists of Egypt.

On January 6, 1939, the Art and Liberty Society was formed in Madabegh Street (now Sherif Street) for the defense of art, culture and freedom of publication; they produced the magazine Bread and the book In Defense of Culture. 1940 saw the Society's first exhibition; represented were Mahmoud Said, Sadek Mohamed, Maria Hassia, Aida Shehata, Amy Nemr, Isaac Levy, Angelo Paolo, Angelo di Renere, Papa George, Muscatelli, Joe Slazenger, Celia Balduc, Louis Julian, Angelo Vasca, and Maggie Akeziza; they were later joined by Hamdy Khamees, Abu Khalil Lotfy, Saad el Khadem, and Hamed Nada, who regularly participated in their annual exhibitions until 1945.

**"Between death and everlasting life there is a fierce battle producing a most dreadful mutilation which I encounter in my paintings. Indeed, into the depths of everything a spirit is creeping, even into the inanimate"**

– Fouad Kamel

This society was in contact with the worldwide Surrealist movement, headed by Andre Breton in France; no sooner had the Art and Liberty society formed, than those in power began to put all their weight into crushing the fledgling groups. However, the group's members clung tenaciously to their position.

They rebelled against the current artistic, social and political situation, and called for the overthrow of widespread norms, and for individualist thought and freedom in the face of obedience and subordination. This group may be credited with sparking the rebellion against academic stagnation and the reduction of art to a craft governed by prescriptive rules. With their refined culture, deep faith and heroic sacrifices, they managed to attract a large number of talented artists to their cause, and with this Surrealism flourished in Egypt...



**ADAM HENEIN (EGYPT, 1929-2020)**

Le Repos

bronze with brown patina

signed "A. HENEIN" (under left arm), the present work is an artist proof, from an edition of eight, executed in 1971

23 x 65 x 30cm

£50,000 - 80,000

€57,000 - 91,000

US\$62,000 - 99,000

**Provenance**Property from a private collection, Giza  
initially acquired directly from the Artist in 1972**Illustrated**

S. Wright, Adam Henein, Milan 2005 (illustrated, p. 61)  
 Exhibition catalogue, ARTSPACE Grand Opening Group Exhibition, Artspace DIFC, Dubai, 2008 (another from the edition illustrated in colour, unpaged).  
 S. Eigner, Art of the Middle East: Modern and Contemporary Art of the Arab World and Iran, London 2010 (another from the edition illustrated in colour, p. 289)

**Note**

This work is accompanied by a certificate of authenticity issued by the Artist in 2020.

This present sculpture by Adam Henein was executed in 1955 and reflects his sensitivity and artistic complexity even as a young man. During Henein's travels around the region of Luxor, Henein created this work, which combines elements of Pharaonic art with European Modernism. The sculpture depicts an Egyptian man resting in a traditional "galabiya," and its rough execution and sharp edges capture the fleeting motion of light, reminiscent of archaeological fragments from Egypt's rich cultural heritage.

Henein's sculptures are deeply rooted in his heritage, as he juxtaposes the life of a sculptor with that of a peasant. The sculpture portrays a laid back labourer resting after a long day of work, while Henein himself continues to hammer away at the bronze to create the image of the relaxed worker. Despite giving the sculpture a modernist twist, Henein still manages to delve into Egypt's elaborate history. Through his use of simple, minimalistic lines, he captures a palpable mythic essence while retaining simplicity. Le repos is an exceptional early work by Henein, showcasing the artist's acclaimed career and holding great mystery in the absence of detail.

"Le Repos" refers to a state of rest or relaxation; it is a term that has been used to describe many significant paintings throughout art history. There is no singular artwork or style that is definitively referred to as Le Repos, however, one notable Le Repos painting is by French Impressionist artist Pierre-Auguste Renoir. This painting, executed in 1870, depicts a young woman in a state of peaceful repose on a sofa with a book in her lap. This work is significant for its elegant portrayal of the reclining female form and how it beautifully captures a fleeting moment of everyday life. Renoir's soft, sensual brushstrokes and warm, earthy tones emphasize her beauty and femininity. This painting heavily influenced countless artists in the decades that followed, is considered one of Renoir's masterpieces and is housed in the Musée d'Orsay in Paris.



# *Adam Henein “Donkey”*

## The first appearance of an iconic 1960's “Donkey” sculpture from the artist

40 \*

### **ADAM HENEIN (EGYPT, 1929-2020)**

Donkey  
bronze

signed “A.HENEIN” and numbered “I. IIX”, number 1 from an edition of 8,  
executed in 1964

79 x 107cm (31 1/8 x 42 1/8in).

£70,000 - 100,000

€79,000 - 110,000

US\$87,000 - 120,000

#### **Provenance**

Property from a distinguished private collection, Beirut  
Acquired directly from the artist by the present owner, circa early 2000s

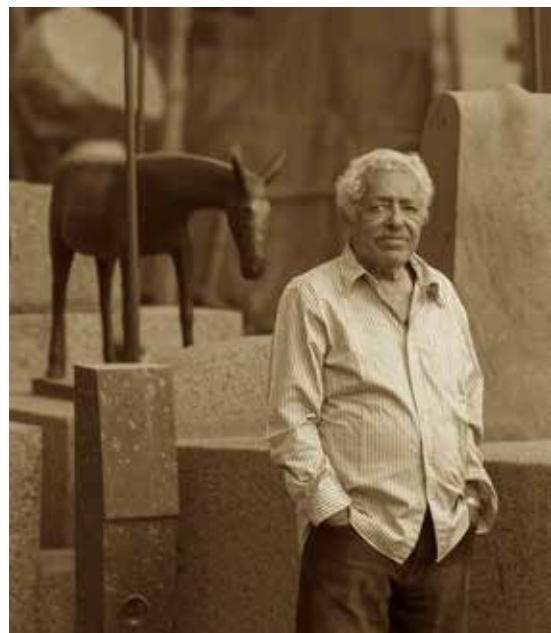
#### **Exhibited**

Farouk Hosny and Adam Henein, Heirs to an Ancient Tradition,  
Metropolitan Museum of Art, 1999  
Institut Du Monde Arabe, Three Contemporary Sculptors, Paris, 1991  
Egyptian Academy, Rome, 1980

\*others from the edition

#### **Published**

Mona Khazindar (ed.), Adam Henein, Turin, 2005  
Farouk Hosny and Adam Henein, Heirs to an Ancient Tradition,  
Metropolitan Museum of Art, 1999



The Artist with another edition of the present work

“See, your king comes to you, gentle and riding  
on a donkey, on a colt, the foal of a donkey”.

- Zechariah 9:9



Bonham's are proud to present one of the most emblematic and iconic Adam Henein sculptures ever to come to market. The first example of this subject matter ever to come to auction, "Donkey" is a large, highly symbolic and deeply significant example of Henein's work.

Henein grew up in a rural village in Egypt and had a strong connection with the landscape and animals of his homeland. He was fascinated by the donkey, which is a common and beloved animal in Egypt, and found it to be a symbol of resilience and endurance.

For Henein, the donkey represented the dignity and beauty of the simple life and the connection between human beings and nature. He was drawn to the donkey's expressive face and its ability to convey a sense of emotion and character through its body language.

In addition to his personal connection to the donkey, Henein was also influenced by the ancient Egyptian tradition of animal worship and the importance of animals in Egyptian mythology. Through his sculptures of donkeys, Henein aimed to capture the essence of this ancient tradition and convey the timeless beauty and majesty of these humble creatures.

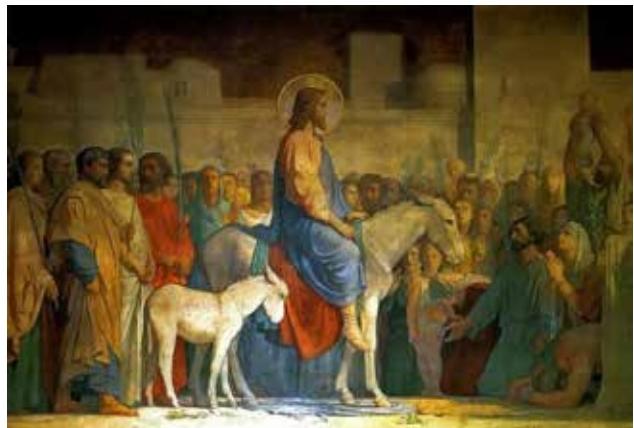
In ancient Egyptian culture, the donkey was an important animal for both practical and symbolic reasons. As a beast of burden, donkeys were used for carrying goods, such as grain, pottery, and other items, both within cities and for long-distance trade. They were also used for transportation of people, particularly the wealthy and powerful.

The donkey's significance went beyond its practical use, however. It was also considered a symbol of Egypt's agricultural and economic system, which was heavily dependent on the cultivation of crops and the transportation of goods. Donkeys were often depicted in Egyptian art, appearing in tomb paintings, reliefs, and other artefacts. They were also used in religious ceremonies, particularly in the worship of the god Seth, who was associated with the desert and the donkey.

In addition, donkeys had a certain cultural cachet in ancient Egyptian society. They were prized for their loyalty, endurance, and hardiness, and were often given as gifts to foreign dignitaries. Even today, the donkey remains a symbol of Egypt's rural and agricultural heritage and continues to be an important animal in many parts of the country.



Ancient Egyptian Bass Relief of a Donkey



Jerusalem, Hippolyte Flandrin, 1842



'When he wanted an architect to build him a simple home, Henein paid for it with a sculpture of a donkey'

- Mona Khazindar



41 \*

**INJI EFLLATOUN (EGYPT, 1924-1984)**

Village Scene

oil on panel, framed

signed "Inji Efflatoun" and dated "1955" (lower right), executed in 1955  
30 x 78cm (11 13/16 x 30 11/16in).

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

**Provenance**

Property from the collection of Amina Rachid, Cairo (1938-2021)  
acquired directly from the Artist, thence by descent to the present owner

The present painting by Inji Efflatoun represents a pivotal trend in Egyptian art history, as many artists from the 1930's onwards became enamoured with the beauty and simplicity of Egyptian peasant women. Efflatoun, in particular, was known for her skill in depicting these women in an idealized and captivating manner.

The painting incorporates several intricate details, from the flowing garments of the women to the lush, fertile backdrop of the Nile river. These details create a sense of movement and life, and showcase the artist's deep appreciation for the women of her homeland.

Efflatoun's depictions of Egyptian peasant women from the 1950s are considered by many to be her most valuable and sought-after works. Her ability to capture the essence of these women and their daily lives has made her an iconic figure in Egyptian art history.



The work comes from the estate of Amina Rachid, a prominent Egyptian activist, intellectual and close friend of Inji Efflatoun. Rachid was a granddaughter of a former prime minister of Egypt Ismail Sidky Pasha, yet she spent most of her life engaging with people in deprived towns and villages in Egypt. She studied in Paris and became a writer as well as a professor of French literature at Cairo University. She fought alongside other female activists like Inji Efflatoun for equal rights and was imprisoned in 1981 for her activities.

Inji Efflatoun was known as a feminist and a political activist as well as an artist. A lifetime Marxist, Efflatoun became a staunch communist from her school days onwards. In 1942, she joined the Egyptian Communist organization Iskra (al-sharāra) and in 1945 she was one of the founding members of the League of University and Institutes' Young Women.

Her artistic education began when her mother, Salha Efflatoun, hired Kamel El Telmissany as Inji's private tutor. Encouraged by Telmissany, at the young age of eighteen Efflatoun exhibited her seminal work *Young Girl and Monster* (1941) alongside the avant garde Art and Liberty Movement.



42 \*

**ABDEL GHAFFAR SHEDID (EGYPT, BORN 1938)**

The Refugees

oil on canvas, framed

signed "Shedid" and dated "1968" (lower right) and further signed on  
the verso, executed in 1968

119 x 119cm (46 7/8 x 46 7/8in).

£12,000 - 18,000

€14,000 - 20,000

US\$15,000 - 22,000

**Provenance**

Property from a private collection, Cairo

Acquired directly from the Artist by the present owner



43 \*

**EFFAT NAGHI (EGYPT, 1905-1994)**

Aydeeyakum Ma'ee (Your Hands are with Me)

oil on cardboard, framed

signed "Effat Naghi" and dated "1967" in Arabic (lower left), executed in 1967

96 x 69cm (37 13/16 x 27 3/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a private collection, Cairo

Formerly in the collection of Mr Esmat Dawestashi

Gifted directly from the Artist to the above

**Note**

This work is accompanied by a certificate of authenticity from Mr Esmat Dawestashi

This highly significant 1967 painting by Effat Naghi, titled "Your Hands Are With Me", is a striking work of propaganda art, created during a very sensitive and challenging time in Egyptian history.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

The painting is a visual representation of the political situation in Egypt during the 1967 war, which was a humiliating and difficult time for Abdel Gamal Nasser, the then-President of Egypt. The painting symbolizes Nasser's call for support and solidarity from the Egyptian people during this trying period.

The artist masterfully portrays the message of the painting, using bold colors and striking imagery. The hands are the central focus of the painting, symbolizing the support of the Egyptian people, while the black background represents the country's mood of despair and mourning in the face of adversity.

In the aftermath of the war, Nasser resigned from his position, feeling responsible for the loss. However, his resignation was met with protests and demonstrations from the Egyptian people who expressed their support for him and his leadership. Nasser returned to power shortly after, with popular support from the Egyptian people.

Despite facing criticism for his authoritarian style of governance, Nasser remained a highly respected and admired leader, both in Egypt and the Arab world. He continued to lead Egypt until his death in 1970, leaving behind a mixed legacy.



44

**AHMAD SHIBRAIN (SUDAN, 1931-2017)**

Untitled (cd05b)

oil on panel, framed

executed in 1998

72 x 72cm (28 3/8 x 28 3/8in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a private collection, UK

Acquired directly from the artist by the present owner



45

**HUSSEIN SHARIFFE (SUDAN, 1934-2005)**

Untitled (Abstract in Red)

mixed media on panel

executed late 1990s

94 x 60.5cm (37 x 23 13/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a private collection, UK

Acquired directly from the artist by the present owner

Hussein Shariffe was a prominent Sudanese artist known for his vibrant and colourful paintings that explore themes of identity, culture, and history. Born in Omdurman, Sudan in 1960, Shariffe studied fine arts at the College of Fine and Applied Arts at Sudan University, where he developed his signature style of combining traditional Sudanese motifs with contemporary artistic techniques.

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

Shariffe's paintings often incorporate geometric shapes, intricate patterns, and bold colors that reflect his Sudanese heritage. He draws inspiration from the rich history and culture of Sudan, as well as from his personal experiences and observations of the world around him.

In addition to painting, Shariffe was also an accomplished sculptor and printmaker. His works have been exhibited in galleries and museums around the world, including the National Museum of Sudan, the Sharjah Art Museum in the United Arab Emirates, and the Smithsonian National Museum of African Art in Washington, D.C.

Throughout his career, Shariffe has been recognized for his contributions to the arts, receiving numerous awards and honours, including the 2015 Prince Claus Award for Culture and Development. He continues to create art that celebrates the diversity and beauty of Sudanese culture, while also exploring universal themes that resonate with people around the world.



46

**BIBI ZOGBE (LEBANON, 1890-1973)**

Flowers

oil on panel, framed

signed "BIBI ZOGBE" (lower right)

29 x 22.5cm (11 7/16 x 8 7/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, London

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



47 \*

**MANOUCHER YEKTAÏ (1922-2019)**

Tomato Plant

oil on canvas

signed "Yektaï" and dated "62" (lower right), executed in 1962

45.4 x 61cm (17 7/8 x 24in).

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

**Provenance**

Property from a private collection, USA

48 \*

**MANOUCHER YEKTAI (IRAN, BORN 1922)**

Still Life

oil on canvas, framed

signed "Yektaï" and dated "1967" (lower right), executed in 1967

71 x 77cm (27 15/16 x 30 5/16in).

£25,000 - 50,000

€28,000 - 57,000

US\$31,000 - 62,000

**Provenance**

Property from a private collection, Los Angeles



49 \*

**SOHRAB SEPEHRI (IRAN, 1928-1980)**

Untitled (From the Abstract Tree Series)  
oil on canvas, framed  
executed circa 1950's  
115 x 75cm (45 1/4 x 29 1/2in).

£50,000 - 80,000  
€57,000 - 91,000  
US\$62,000 - 99,000

**Provenance**

Property from a Swedish diplomat  
Acquired directly from the Artist by the above, Tehran,  
late 1950s/early 1960s  
Thence by descent to present owner

In its grace, naturalism, and sophistication, it is a work utterly faithful to the tenets of Sepehri's oeuvre; demonstrating an almost perfect confluence of Sepehri's strong representational impulse propelled by his love of nature and the more opaque abstraction inherited from the Eastern painting traditions he was so fluently versed in.

Poet, artist and intellectual, Sepehri's mild manner and withdrawn persona belied the richness of expression manifest in his works. Enraptured by nature, Sepehri had a deep and profound attachment to the topography of his native Kashan, the "oasis city" where trees and vegetation sprung amidst the arid desert. The genesis of all of Sepehri's work was firmly rooted in this landscape, and whilst he is sometimes miscategorised as an artist solely pre-occupied with nature, the fullness of Sepehri's veneration of nature finds as potent a fruition in his representation of the dwellings that inhabit it.

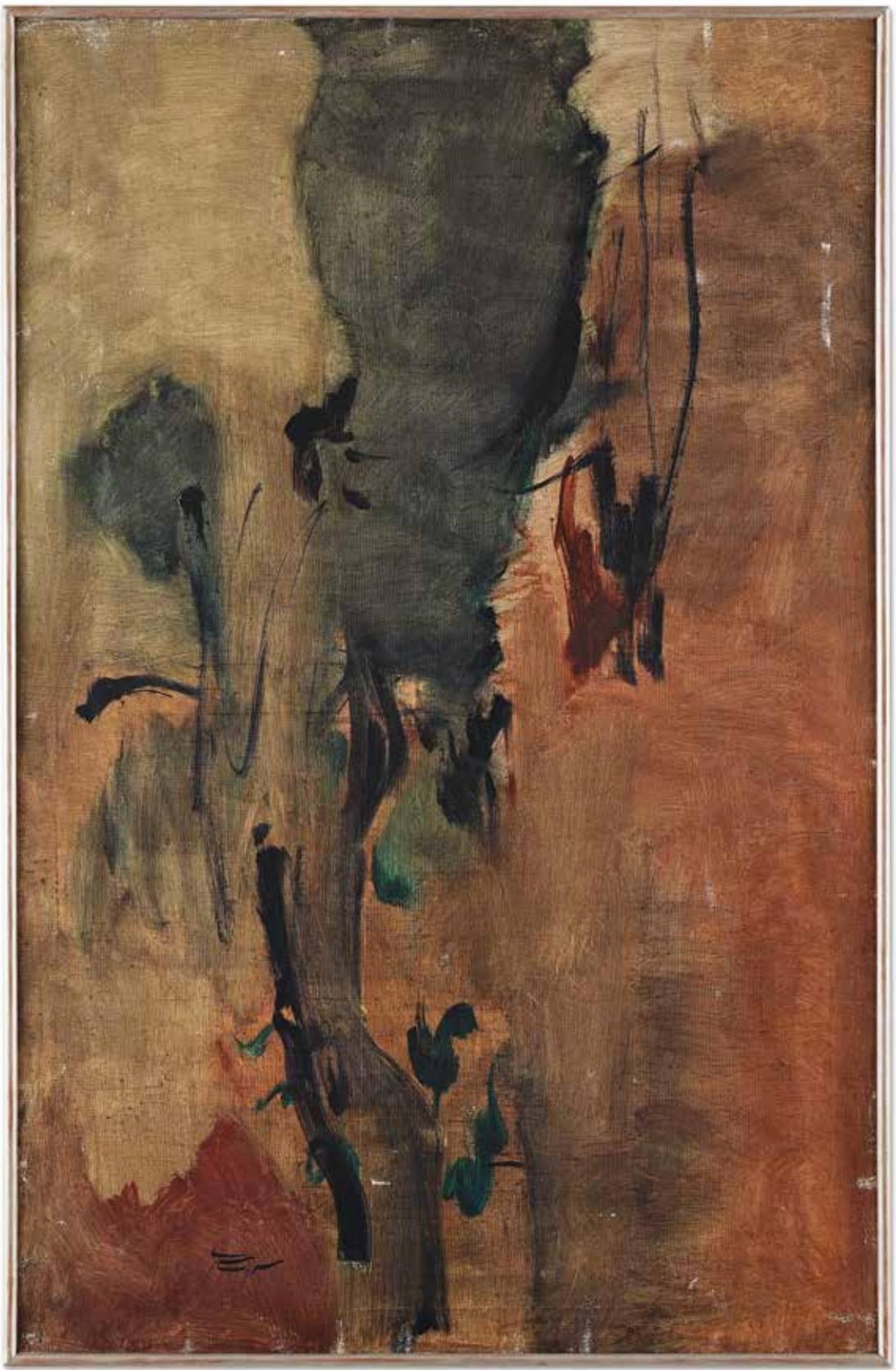
Sepehri had a firm belief in the inherent grace and nobility of the nature he so admired. Inspired by Eastern traditions, with which he had direct contact during travels in India and Japan, Sepehri came to see the purity of the natural world as an antidote to the corruption of the human condition. Thus, when depicting human and architectural subject matters, Sepehri carried the tonal, textural and botanical qualities of nature into his compositions.

"I have never known two poplars to be  
enemies I have never witnessed a willow  
selling its shade to the ground The elm tree  
freely bestows its branch to the crow - and  
wherever there is a leaf- my passion blossoms  
like a bush - bathing me in the  
joy of existence"

- Sohrab Sepehri

This is a testament to the harmonious symbiosis between nature and civilization in the rural context; buildings composed of local materials in a vernacular architectural language are thoroughly embedded with their landscape, they do not dominate or seek to conquer and subjugate in the manner of the dehumanizing urban sprawl Sepehri so dreaded when he exclaimed his "fear of cities where the black earth is pasture to cranes".

Stylistically, the present work is a scintillating example of the very palpable sense of tension between naturalism and abstraction manifest in Sepehri's work. Sepehri was conceptually engaged by the universality of Zen painting, its advocacy of tonal minimalism, and its shedding of excess and detail in favour of exploring true meaning through a process of efficient meditative brushstrokes, however this was heavily tempered by his desire not to forsake the identity of his surroundings, ultimately, his attachment and love for his native home would never grant abstraction a total victory, and it is in this tension, that artistic sincerity is most deeply revealed.



50 \*

**MOHSEN VAZIRI MOGHADDAM (IRAN, 1924-2018)**

Untitled

oil and sand on canvas, framed

signed "Vasiri", dated "23 May 1961" and stamped "Numero Galleria,  
14 Luglio 1961, Firenze" on the verso , executed in 1961

50 x 70cm (19 11/16 x 27 9/16in).

£12,000 - 16,000

€14,000 - 18,000

US\$15,000 - 20,000

**Provenance**

Property from a private collection, Milan

**Exhibited**

Florence, Galleria Numero, Group Show, July 1961

**Note**

This work is accompanied by certificate of authenticity  
from the Fondazione Mohsen Vaziri Moghaddam



**"The word Heech, or nothingness, has a special place in our culture. The Idea of making nothing that was for me enough, but later I realized great Iranian poets like Khayam, Rumi and Hafez all had dealt with this single word,"**

Parviz Tanavoli

51 \*

**PARVIZ TANAVOLI (IRAN, BORN 1937)**

Heech Lovers

fiberglass

signed "Parviz" and dated "07" and numbered "22/25" on the base,  
number 22 from an edition of 25, executed in 2007

106.5 x 72 x 45cm

£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, New York

In 1965, Tanavoli protested against the empty overuse of traditional forms and gave new depth to the two dimensional calligraphy on paper by transforming it into three dimensional 'Heech' sculptures. His signature Heech sculptures are composed of three Farsi letters in the Persian calligraphic style of 'nastaliq'.

With its elegant curvilinear shape and hollow eyes, the Heech is anthropomorphised, gazing playfully at its viewers. This is a fine example in fibreglass; a medium he embraced throughout his career and through which he found great versatility in form and freedom of expression.

To Tanavoli, the concept of nothingness has multiple layers of meanings and is not an expression of despair and hopelessness. One interpretation relates to Persian Sufism, in which nothing is an aspect of God, who creates everything from nothing. Tanavoli's nothingness permeates everything, it is an animating and creative force; it is the nothingness that precedes creation, the nothingness out of which we are born, from which ideas come to life and out of which bonds are formed.



# A rare and important 1970's abstracted letterform composition by Hussein Madi

52 \*

**HUSSEIN MADI (LEBANESE, BORN 1938)**

Untitled

acrylic on canvas

signed "MADI" and dated "76" lower left and on the verso,  
executed in 1976

101 x 120cm (39 3/4 x 47 1/4in).

£25,000 - 35,000

€20,000 - 28,000

US\$22,000 - 31,000

## Provenance

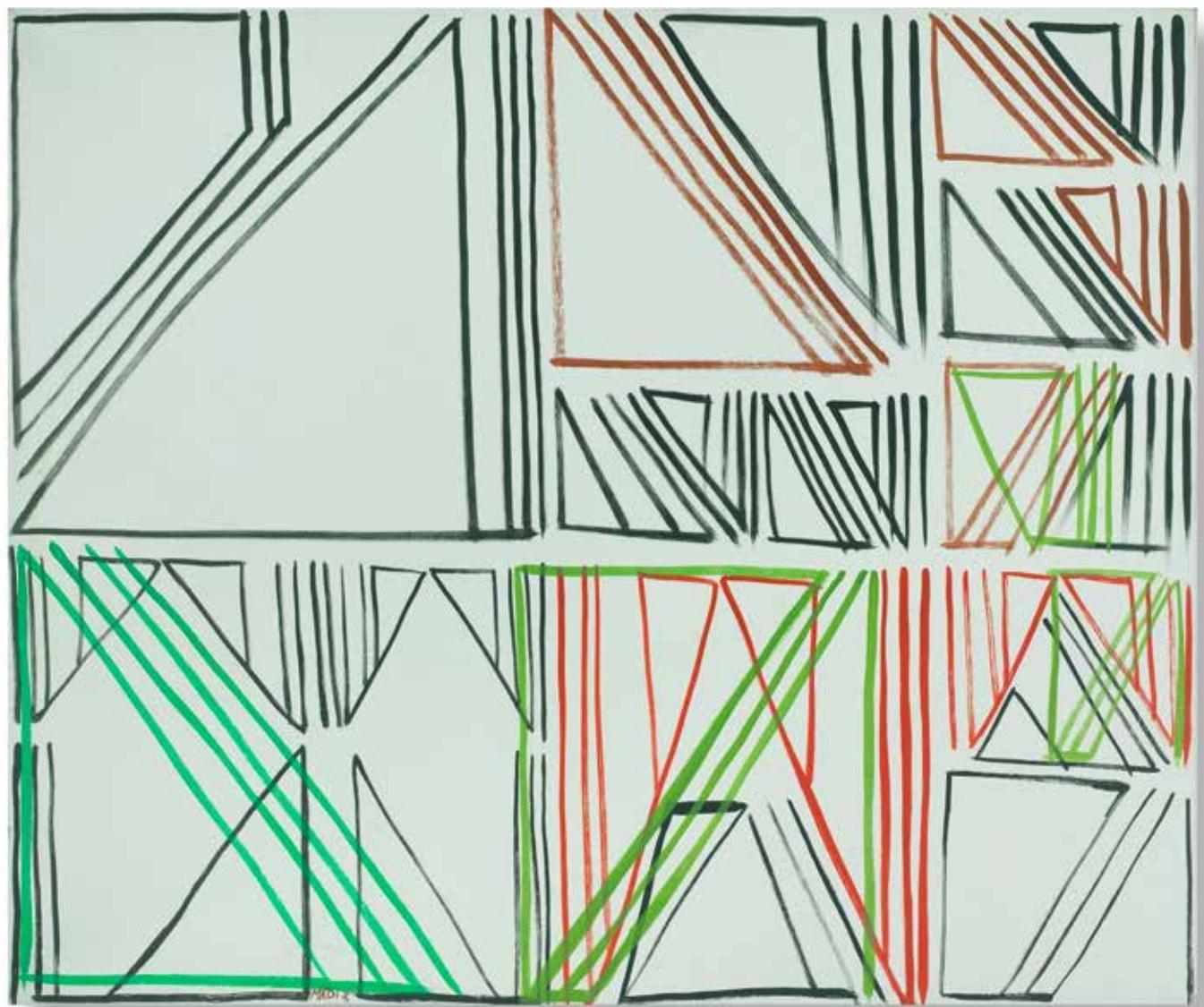
Property from a private collection, Beirut

Hussein Madi's stunning large-scale composition is a masterful exploration of the abstract potential of traditional Arabic letterforms. The painting, created in the 1970s, features angular depictions of the word "Allah" rendered in bright, vibrant greens and reds. Madi's interpretation of the letterform is a radical departure from the traditional, ornate calligraphy that has been practiced for centuries, and instead reduces the letterform into abstract shapes and signs used purely for artistic value.

The painting features the word "Allah" adapted into a crisscross pattern drawn with thin lines, with the letters almost rendered illegible. However, legibility is not important in this work; instead, Madi's focus is on the architecture of the letterform and how it can be manipulated for artistic expression. The result is a mesmerizing and powerful work of art that challenges traditional ideas of representation and invites viewers to contemplate the interplay between form and meaning.

Hussein Madi is a Lebanese artist born in 1938 who is known for his innovative and experimental approach to calligraphy. He received his education at the LEBANESE INSTITUTE OF FINE ARTS AND ROME and has exhibited his work extensively throughout the Middle East, Europe, and the United States. Madi's work often incorporates elements of geometric abstraction, and he has been praised for his ability to seamlessly merge traditional and contemporary artistic techniques.

Madi's painting is a testament to his ability to push the boundaries of traditional modes of representation while still maintaining a deep respect for the art form's history and cultural significance.



53

**MOHAMED MELEHI (MOROCCO, 1936-2020)**

Silver Wave

oil on canvas, framed

executed early 2000s

127 x 117cm (50 x 46 1/16in).

**£30,000 - 50,000**

**€34,000 - 57,000**

**US\$37,000 - 62,000**

**Provenance**

Formerly property from a private collection, Saudi Arabia



# *Empowering Creativity:*

## **Female Artists from The Emirates**

In the fast-growing, progressive setting of the UAE, women have played an important role in every aspect of society. Female artists have quickly shone as part of a burgeoning art scene, their practice embracing both the traditional and the innovative. Nowhere is this more evident than in the three iconic works by the female artists that Bonhams is proud to present.

As one of the first women jewellers in the UAE, Azza Al Qubaisi's sculptural work reflects her characteristic refined sensibility, referencing the natural landscape and cultural elements arising from shapes, patterns and textures of her native desert. This present work Metaphor 5 beautifully encapsulates the soaring, elegant movement of wings, evoking at once the notion of freedom and aspiration. A proponent of sustainability, Azza uses simple materials popular in the pre-oil era, a tribute to her heritage and history. Her work has graced numerous regional institutions and embodies the hallmarks of Emirati art.

Another artist dedicated to the fusion of the traditional and innovation is Zeinab Al Hashemi whose work examines the contrast as well as the interdependence between the abstract shapes of urbanism and the organic forms of her native landscapes. Usually known for her large-scale conceptual site-specific installations, this particular smaller work, Day 4, is an ode to the sublime rhythms of geometric abstraction – purported to have a harmonious effect on the human psyche. Using contemporary, design-led techniques that recall aspects of Op Art, Zeinab elegantly captures the balance between the cutting edge and the ancient geometric concepts of Islamic heritage. She has been featured in prominent galleries around the world and showcased a commissioned work for the Louvre Abu Dhabi inauguration.

Finally, one of the first Emirati artists to incorporate codes, graphic language, and performance into her practice, Sharjah-born Ebtisam Abulaziz was initially trained in science and mathematics but progressed as a multidisciplinary artist exploring identity within the realm of Systems Art. 'The Blues' presented here, is from a widely exhibited and highly sought-after series where geometric formations have kinetic properties with a vibrant impact. Having exhibited at prestigious venues such as the Venice and Sharjah Biennales, as well as renowned international museums, Ebtisam is an established artist whose output is a significant part of the Emirati art world.

These three works, a triumvirate of female artistic achievement, reflect not just the aesthetic sensibility of an evolved culture but also offer unique opportunities for acquiring the works of fast-rising stars. Just as young Western artists fresh out of art school are breaking records in contemporary auctions, it is entirely timely for these Emirati female artists to make their own mark on the global platform.





54 \*

**AZZA AL QUBAISI (UNITED ARAB EMIRATES, BORN 1978)**

Metaphor 5

mild steel

executed in 2021

37 x 25 x 25cm

£6,000 - 8,000

€6,800 - 9,100

US\$7,400 - 9,900

Azza Al Qubaisi is a well-known artist, designer, and entrepreneur who has gained recognition as both an accomplished sculptor and jewellery designer. Her work showcases her prolific creativity, with pieces ranging from jewelry to sculptures made from materials such as gold, silver, wood, rubber tires, palm trees, and oudh incense. Al Qubaisi is a strong advocate for sustainability and has dedicated her work to promote a sustainable future for her country. Her works often use simple materials that were part of Emirati families' daily lives in the pre-oil period. Her pieces reflect the natural landscape and cultural references of the region, incorporating shapes, patterns, and textures inspired by the desert and ancient traditional techniques.

Al Qubaisi's journey as an artist is deeply rooted in her Emirati heritage. She was born in Abu Dhabi and educated in London, where she earned a BA in Silversmithing, Jewelry Design, and Allied Crafts from the London Guildhall, and an MA in Cultural and Creative Industries from HCT-CERT. Her work has been showcased in group and solo exhibitions both locally and internationally. Al Qubaisi represented the UAE in the "A 1001 Steps Festival" in Helsinki, Finland, in 2004, and was the first artist to exhibit in DIFC in 2005.

Her work has also been exhibited in "Language of the Desert" in Abu Dhabi, "Three Generations" by ADMAF, and the UAE National Day Exhibition at Expo Milan 2015, among others. Al Qubaisi has been featured in several publications, and her wearable art from Life series and Bareeq Al Oudh series are published in "500 Earrings: New Directions in Contemporary Jewelry: 2007" by Lark Books.



55 \*

**ZEINAB ALHASHEMI (UNITED ARAB EMIRATES)**

Day 4

angle bar, aluminium, tube and screws  
executed in 2022

100 x 100cm (39 3/8 x 39 3/8in).

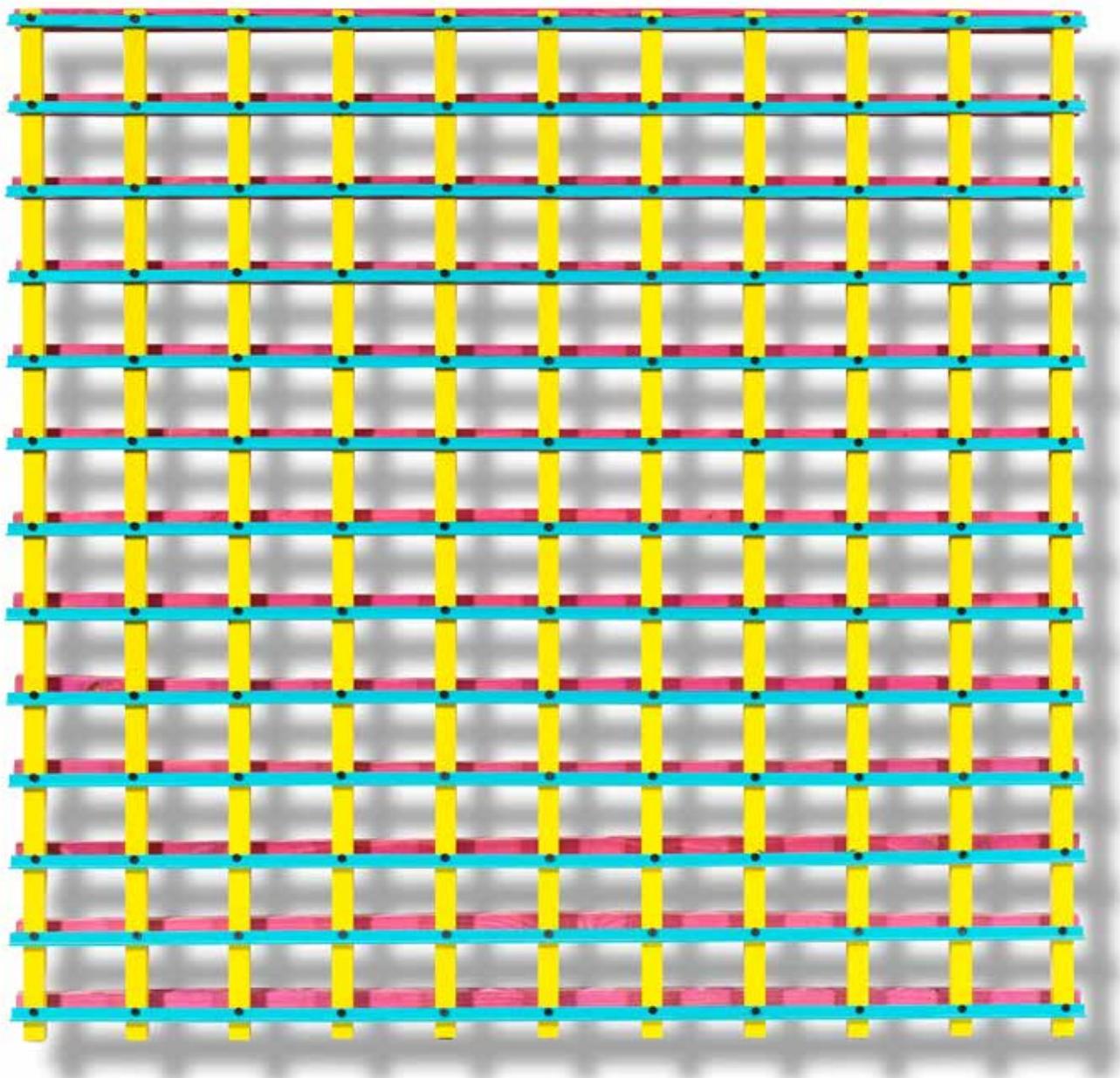
£6,000 - 8,000

€6,800 - 9,100

US\$7,400 - 9,900

Zeinab Alhashemi is an Emirati conceptual artist born in 1986, renowned for her large-scale, site-specific installations. Her art blurs the boundaries between the natural and constructed world, drawing inspiration from the natural geography of the region. While her works depict traditional landscape colors and textures, they are often disrupted by her use of industrial materials like mesh metal, highlighting human intervention in nature. Her installations portray her birthplace, a place where modernity and tradition coexist in harmony.

Alhashemi has participated in several prestigious exhibitions, including the Sharjah Biennial and the Sustainability Pavilion at EXPO 2021 in Dubai. She was also commissioned by the Institut de France and DCT Department of Culture and Tourism Abu Dhabi to showcase her work at the inauguration of the Louvre Abu Dhabi. In 2018, she was part of the Co-Lab Show, and was an Artist in Residence at SETI Institute in San Francisco. Alhashemi holds a BA in Arts and Science from Zayed University and is represented by the Leila Heller Gallery. She lives and works in Dubai.



56 \*

**EBTESAM ABDULAZIZ AHMED (BORN UNITED ARAB  
EMIRATES 1975)**

The Blues

acrylic on canvas

executed in 2022

92 x 122cm (36 1/4 x 48 1/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

"My works are a clear and present part of who I am in the theatre of life and daily existence. The variety in shapes and materials, from photographs to video, installation, numbers and geometric shapes are definitely exhibited for different purposes. Some document the accelerating times, others are blueprints of giant environmental projects, through which I showcase ideas that search for human nature and sail into adventure which explores the workings of the human brain. Others present an alternative concept to the accelerating change in our environment, and other visual concepts that explain the contrast between shadow and light.

Some are intimately related to optical illusion art in a display of visually distorted geometric shapes and lines, which surely betray my closeness to mathematics. Manipulating numbers and mathematical systems is simply a cry of revolt against the shackles of oppressive regimes."

- Ebtisam Abdul Aziz



57

**SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)**

Female Portrait

oil on board, framed

signed "Shakir" and dated "1954" (upper left), executed in 1954

38 x 39.5cm (14 15/16 x 15 9/16in).

£25,000 - 35,000

€28,000 - 40,000

US\$31,000 - 43,000

**Provenance**

Property from the Artist's Estate

**Exhibited**

Baghdad, Institute of Fine Arts, Group Show, 1962

1951 marked the point when Iraq's two most prominent artists, Jewad Selim and his student Shakir Hassan Al-Said, formed the countries first bona fide modern art movement; The Baghdad Group of Modern Art, through its manifesto, membership, and numerous exhibitions would come to signify a "golden age" in Iraqi modernism.

Shakir Hassan Al-Said is often regarded as the theoretical dynamo of the movement; more vocal and prolific in his written output than Selim, Jabra Ibrahim Jabra comments that "no Iraqi artist has written about art in general, and about the artists reflections on his own work in particular, as much as Shaker Hassan Al Said".

The Baghdad group was defined by an attempt to reconcile the grand visual legacy of the past within the contemporary cultural and nationalistic narrative of twentieth century Iraq. Mesopotamian iconography and Islamo-Arabic cultural motifs were combined with popular modern folk imagery; the high flown formal rigidity of ancient rock reliefs met the convoluted urban landscape of modern Baghdad, populated with the humorous and extravagant characters of daily life, all coming together to form a unique amalgamated aesthetic that reflected the evolving patchwork of Iraqi culture at the time.



58

**SHAKIR HASSAN AL SAID (IRAQ, 1925-2004)**

Two Figures

mixed media on canvas, framed

signed "Shakir" and dated "1953" on the verso, executed in 1953

50 x 38cm (19 11/16 x 14 15/16in).

£25,000 - 35,000

€28,000 - 40,000

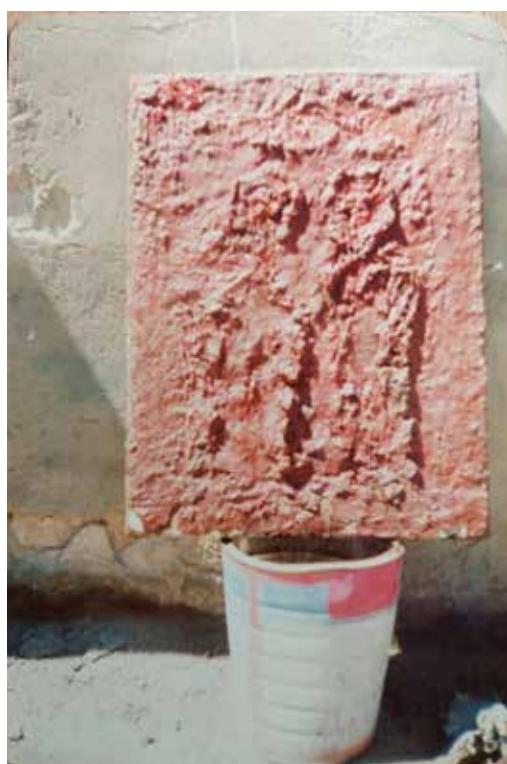
US\$31,000 - 43,000

**Provenance**

Property from the Artist's Estate

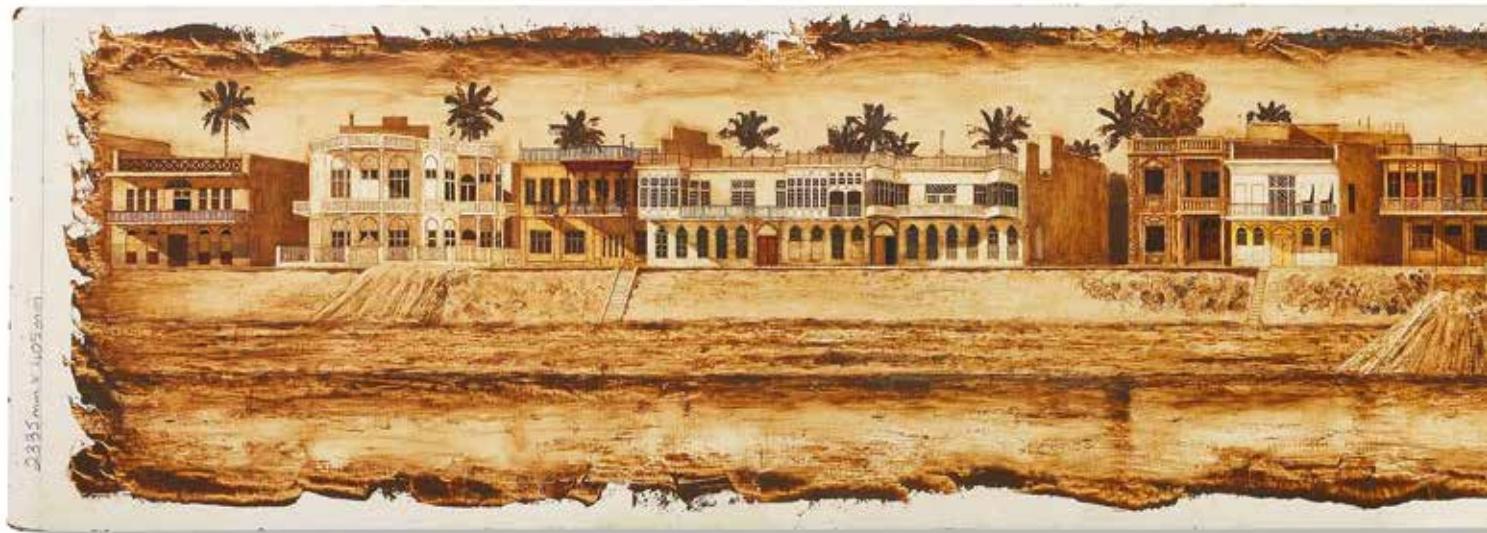
**Exhibited**

Baghdad, Institute of Fine Arts, Group Show, 1962



The artwork in Baghdad, Iraq





59 AR

**LORNA SELIM (IRAQ, 1928-2021)**

Architectural Composition

oil on panel

signed "Lorna" and dated "1965-1993" (lower right), executed in 1965 and completed in 1993

40 x 230cm (15 3/4 x 90 9/16in).

£10,000 - 15,000

€11,000 - 17,000

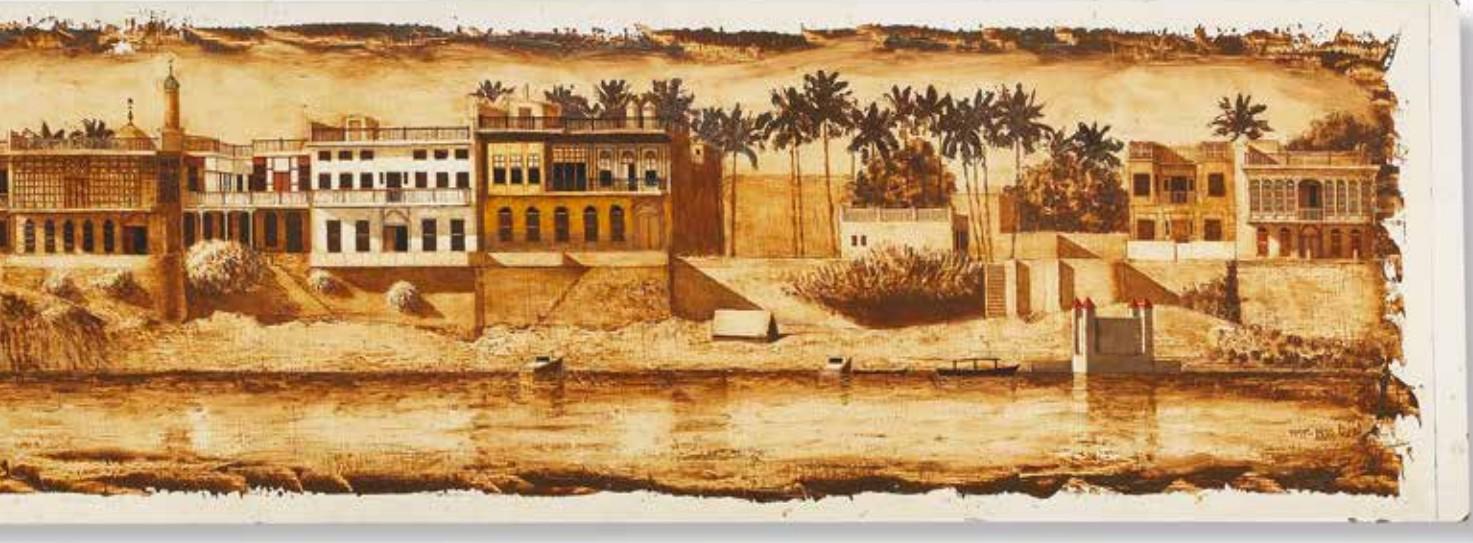
US\$12,000 - 19,000

**Provenance**

Property from the collection of the Artist's daughter  
Thence by descent to the present owner

Bonhams is privileged to present a highly significant and comprehensive set of works by the female artist Lorna Selim. Born in 1928 in Sheffield, Lorna was the wife of the renowned Iraqi modernist Jewad Selim. She received a scholarship to study at the Slade School of Fine Arts in London where she received a diploma in painting and design in 1948. It was there that she met Jewad Selim and in 1950 they got married in Baghdad. She became a member of the Bagdad Modern Art Group founded by her husband and Shakir Hassan Al Said and became a prominent figure in Bagdad's art scene.

In 1961, Jewad Selim passed away suddenly at the age of only 41 years old in the midst of a project to complete a major monumental sculpture entitled Nasb Al Hurriyah or "The Freedom Monument" for the Bagdad's city centre. Following his death, Lorna, along with architect Rifat Chadirji supervised the completion of this iconic monument. In the 1960s, Lorna taught drawing at Bagdad University's Department of Architecture headed by the prominent Iraqi architect Mohamed Makiya. As a teacher she encouraged her students to sketch structures along the Tigris and exposed her young architects to Iraq's vernacular structures, alleyways and historical monuments. This work cultivated and inspired a generation of architects to consider including Iraqi design alongside modern Western architecture in their designs.



Lorna was fascinated by the traditional Iraqi houses found along the banks of the Tigris river, from the bayoot (houses) and the mudhif (reed dwellings). Not long after her arrival in Baghdad, the city underwent a period of modernisation, and many traditional homes were being demolished. Dismayed by the destruction of the city's vernacular architecture due to rapid oil-funded modernisation, Lorna took it upon herself to paint these neighbourhoods and document them before they were erased from living memory. Lorna began by sketching a building then she would return home to start the layout of the painting. She would then return to the building to sketch the finer details and note down the colours. Between 1957 and 1963, she sketched many vernacular buildings and homes.

Lorna illustrates Baghdad's architecture in her work through abstract forms of simple lines giving hieratic postures to the figures in their daily lives. And with an earthy colour palette, she celebrates the ancient culture from Mesopotamia using symbols from the Iraqi environment such as palm trees or crescent. The yellowish-sepia tones Lorna employed in the 1960s were also meant to render this architecture in an antiquated and ghostly light, a warning that these were already relics of a bygone era. It's fair to say that she immortalised a Baghdad that is all but forgotten.



The artist and her husband Jewad Selim in Iraq



60 AR

**LORNA SELIM (IRAQ, 1928-2021)**

Baghdadiyat

oil on panel

signed "Lorna" and dated "92" (lower right), executed in 1992

28 x 61cm (11 x 24in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,200 - 8,700

**Provenance**

Property from the collection of the Artist's daughter

Thence by descent to the present owner

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



61 AR

**LORNA SELIM (IRAQ, 1928-2021)**

Two Portraits

oil on panel

signed "Lorna" (lower right) in Arabic, executed early 1990s  
22 x 21cm (8 11/16 x 8 1/4in).

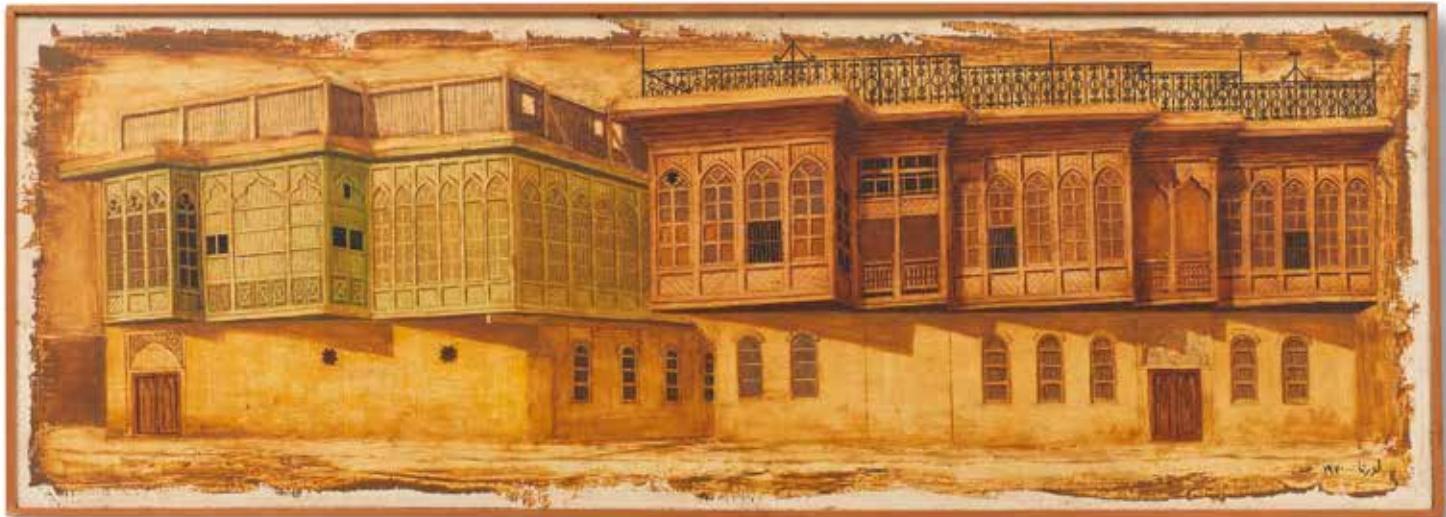
£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from the collection of the Artist's daughter  
Thence by descent to the present owner



62 AR

**LORNA SELIM (IRAQ, 1928-2021)**

Old Jewish Quarter, Baghdad

oil on canvas, framed

signed "Lorna" and dated "1970" in Arabic (lower right),

executed in 1970

36 x 102cm (14 3/16 x 40 3/16in).

£5,000 - 7,000

€5,700 - 7,900

US\$6,200 - 8,700

**Provenance**

Property from a private collection, UK

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



63

**ISMAEL FATTAH (IRAQ, 1934-2004)**

Face

oil on canvas, framed

signed "Ismael Fattah" and dated "2000", executed in 2000

100 x 80cm (39 3/8 x 31 1/2in).

£25,000 - 35,000

€28,000 - 40,000

US\$31,000 - 43,000

**Provenance**

Property from a private collection, London

Bonhams, *A Century of Iraqi Art Part II and Modern and Contemporary*

*Middle Eastern Art auction*, 7 Oct 2015

64

**ISMAEL FATTAH (IRAQ, 1934-2004)**

Man & Woman

bronze

signed "Ismail Fattah", dated "1999" and numbered "4/7" on the verso,  
executed in 1999

36 x 20cm (14 3/16 x 7 7/8in).

£12,000 - 16,000

€14,000 - 18,000

US\$15,000 - 20,000

**Provenance**

Property from the Artist's Estate



65 \*

**MARCOS GRIGORIAN (1925-2007)**

Khalkha

mixed media on burlap

signed "Grigorian", dated "1966" and inscribed "N.Y.C" on the verso,  
executed in 1966

101 x 76.2cm (39 3/4 x 30 1/4in).

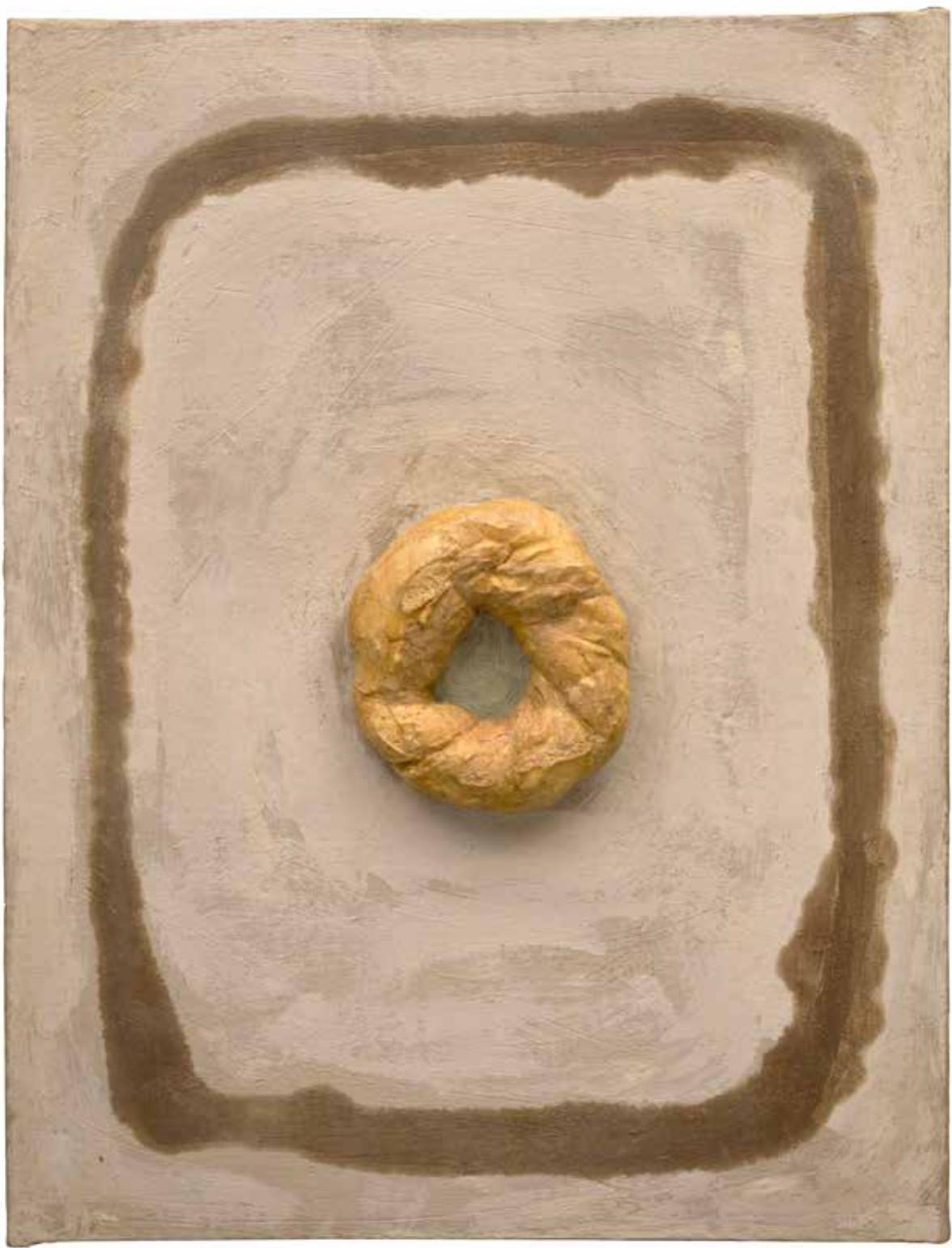
£20,000 - 30,000

€23,000 - 34,000

US\$25,000 - 37,000

**Provenance**

Property from a private collection, USA



66 \*

**PAUL GUIRAGOSSIAN (LEBANESE, 1926-1993)**

Les Retrouvailles  
oil on canvas, framed  
signed "PAUL. G" (lower left), executed circa 1985  
72 x 58cm (28 3/8 x 22 13/16in).

**£20,000 - 30,000**

**€23,000 - 34,000**

**US\$25,000 - 37,000**

**Provenance**

Property from a private collection, Dubai

**Note**

This work is sold with a photo certificate from the Paul Guiragossian Foundation





67 \*

**SEIF WANLY (EGYPT, 1906-1979)**

The Horsemen

oil on canvas, framed

signed "Seif" (lower left)

38 x 49cm (14 15/16 x 19 5/16in).

executed circa 1970s

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,400

**Provenance**

Property from a distinguished private collection, Cairo

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



68 \*

**SEIF WANLY (EGYPT, 1906-1979)**

Fishermen

oil on celutex, framed

signed "Seif" and dated "60" (lower left), executed in 1960

53 x 58cm (20 7/8 x 22 13/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a distinguished private collection, Cairo

69

**MAHJOUB BEN BELLA (ALGERIA, BORN 1946)**

Untitled (No. 199)

acrylic and oil on canvas

signed "Ben Bella" (lower right), further signed, dated, inscribed on the verso, executed in 2005

130 x 97cm (51 3/16 x 38 3/16in).

£15,000 - 25,000

€17,000 - 28,000

US\$19,000 - 31,000

**Provenance**

Property from a distinguished private collection, London

**Exhibited**

Musée des beaux arts de Tourcoing



70

**AHMED BEN DRISS EL YACOUBI (MOROCCO, 1929-1985)**

The Artists 1975 Sketchbook

sketchbook of watercolours & drawings, 137 drawings

signed "Ahmed Yacoubi" inside first page, executed in 1975

22 x 14cm (8 11/16 x 5 1/2in).

£6,000 - 10,000

€6,800 - 11,000

US\$7,400 - 12,000

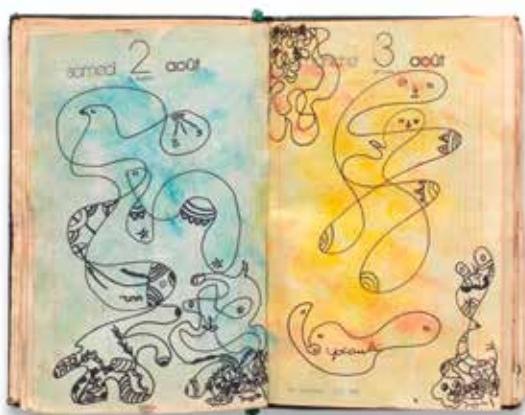
**Provenance**

Property from a private collection, Belfast

Acquired directly from the Artist in Tangier in the 1970s

71

No lot



72 \*

**ABDEL GHAFAR SHEDID (EGYPT, BORN 1938)**

Nubian Wedding

oil on panel, framed

signed "Shedid" and dated "1964" (lower left), executed 1964

137 x 89cm (53 15/16 x 35 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a distinguished private collection, Cairo





73 \*

**ABDEL GHAFFAR SHEDID (EGYPT, BORN 1938)**

Nubian Dance

oil on canvas

executed in 1962

119 x 98cm (46 7/8 x 38 9/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a distinguished private collection, Cairo.



74 \*

**SABRY MANSOUR (EGYPT, BORN 1943)**

Aroud El Nil

oil on wood panel, framed

executed in 1982

137 x 122cm (53 15/16 x 48 1/16in).

£10,000 - 15,000

€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a distinguished private collection, Cairo.

75 \*

**MAHMOUD MOUSSA (EGYPT, 1913-2003)**

Pharonic Head

stone

executed in 1956

14 x 14 x 13 cm

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,400

**Provenance**

Property from the Artist's Estate



For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

76 \*

**MAHMOUD MOUSSA (EGYPT, 1913-2003)**

Bird

terracotta

executed in 1969

39 x 14 x 15.5 cm

£5,000 - 8,000

€5,700 - 9,100

US\$6,200 - 9,900

**Provenance**

Property from the Artist's Estate





77 \*

**GEORGE BAHGORY (EGYPT, BORN 1932)**

The Khubz Seller

oil on canvas, framed

signed "Baghgory" (upper right) executed in 2000

122 x 122cm (48 1/16 x 48 1/16in).

£8,000 - 12,000

€9,100 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a distinguished private collection, Cairo.



78

**MOHAMED ABDALLA OTAYBI (SUDAN, BORN 1948)**

Against Violence

acrylic on canvas

signed "Otaybi" and dated "017" (lower left), executed in 2017

80 x 79cm (31 1/2 x 31 1/8in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, UK

Mohamed Abdalla Otaybi is a Sudanese artist known for his unique artistic style that blends traditional Sudanese motifs with modern abstract techniques. His work often features vibrant colors, bold shapes, and intricate patterns that reflect his Sudanese heritage. Many of Otaybi's paintings incorporate references to Sudanese history and culture, including traditional music and dance, as well as images of Nubian pyramids and other iconic landmarks. One of Otaybi's signature techniques is the use of "molten wax," a method in which he applies hot wax to the canvas and then paints over it, creating a textured and layered effect. He also incorporates calligraphy and Arabic script into his work, often using it to express messages of peace, unity, and social justice.

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In his early years, Otaybi was heavily inspired by Ibrahim El-Salahi and Ahmed Shibrain. Otaybi shared the underlying philosophy of the School of Khartoum movement's first generation in that he wanted to look within Sudanese culture to create an art that was meaningful both to himself and to Sudanese society. However, Otaybi thinks of himself as rather belonging to the School of Khartoum's second generation as his work in the 1970s markedly differed from his predecessors.

In the late-1980s, Otaybi co-founded the Madrasat Al-Wahid (The School of the One) art movement with a number of other Sudanese artists. Otaybi explains this as the final stage of the School of Khartoum: members of the movement were seeking to create a concrete theoretical foundation to accompany the practices of the School of Khartoum. Al-Wahid concentrated on the Islamic aspects of the Khartoum School, as its founders felt that the Sufi Islamic tradition was widely spread in Sudanese culture, and they wanted to focus on that part of the Sudanese heritage which they saw as closest to the everyday life of the Sudanese.

Otaybi has exhibited nationally and internationally, and has received a number of prestigious awards, including the 1981 Kuwaiti Golden Sail Award, a prize at the 1993 Sharjah Biennial and the Gold Medal at the 2003 Cairo Biennale.

79 \*

**SAMIR SAYEGH (LEBANON, BORN 1945)**

Hob

acrylic on canvas

signed, titled and dated on the verso, executed in 2016

120 x 120cm (47 1/4 x 47 1/4in).

£10,000 - 15,000

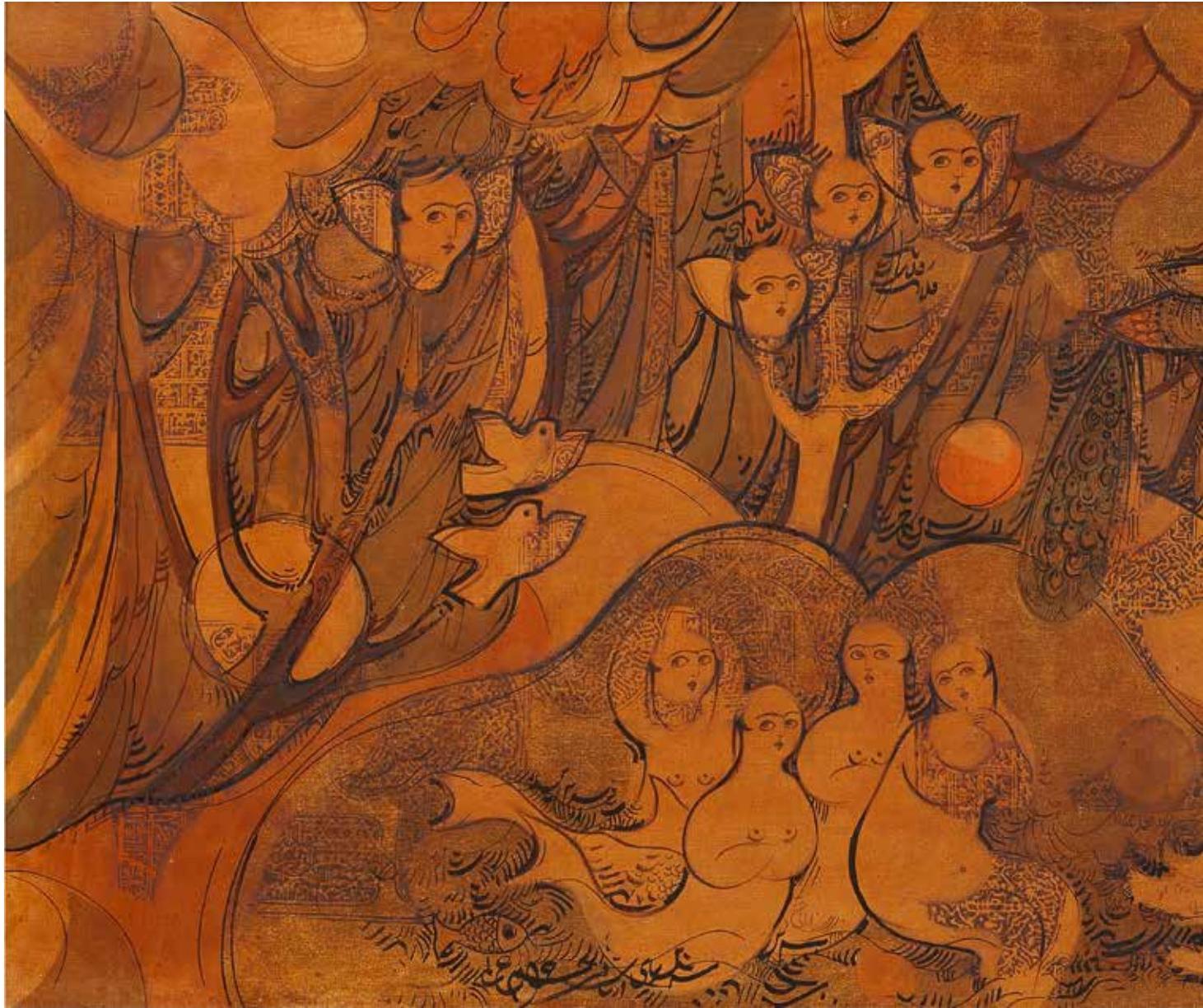
€11,000 - 17,000

US\$12,000 - 19,000

**Provenance**

Property from a private collection, Beirut





80

**SADEGH TABRIZI (IRAN, BORN 1939)**

Untitled (Khosrow and Shirin)

mixed media on canvas, framed

signed "S. Tabrizi" (lower right), executed circa late 1960s/ early 1970s

46 x 105cm (18 1/8 x 41 5/16in).

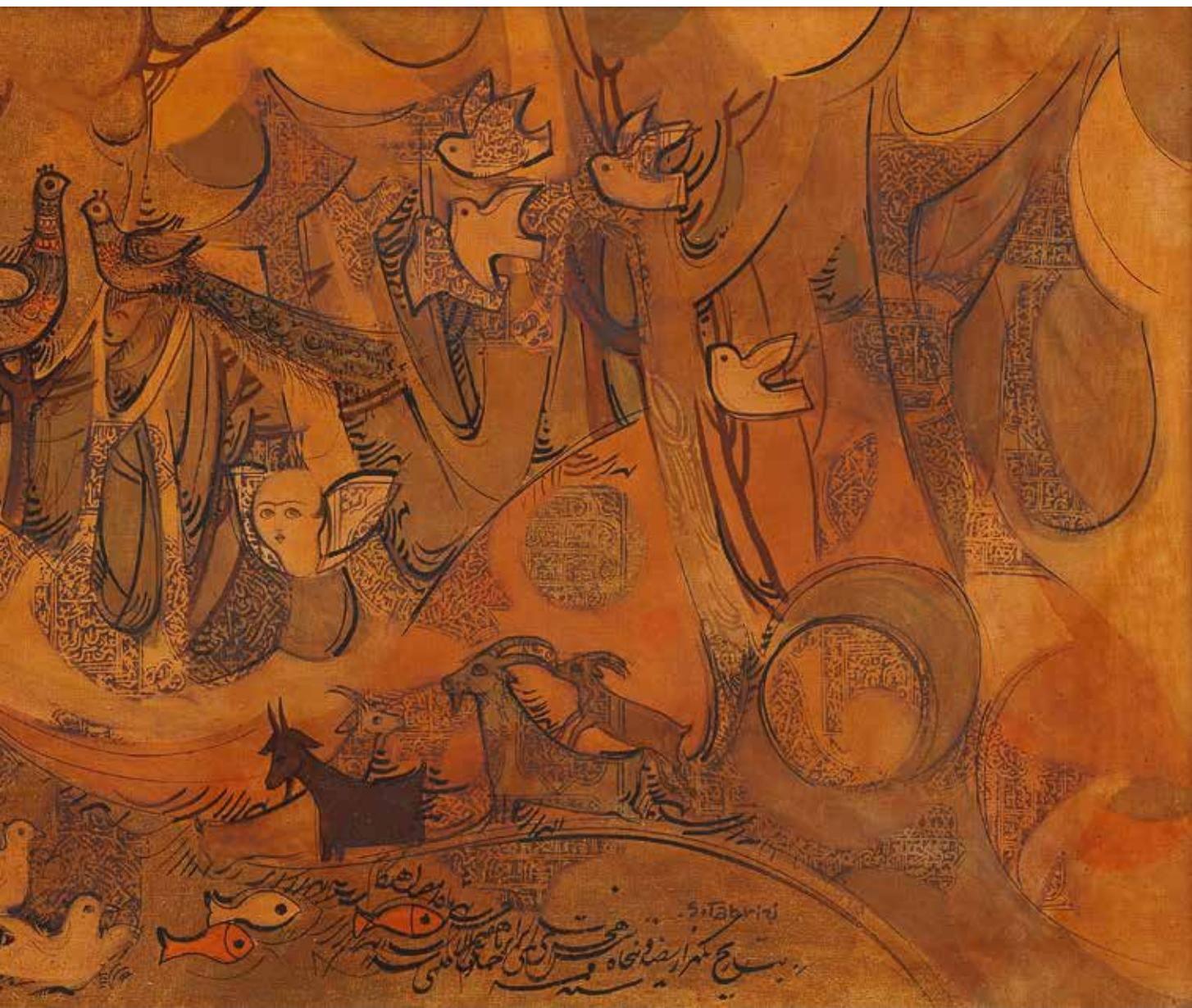
£10,000-14,000

€9,000 - 14,000

US\$9,900 - 15,000

**Provenance**

Property from a private collection, UK





81

**SADEGH TABRIZI (IRAN, BORN 1939)**

Lady on Horse

oil on card, framed

signed "S.Tabrizi" (lower right), executed circa 1970s

58 x 58cm (22 13/16 x 22 13/16in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, London

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82

**SADEGH TABRIZI (IRAN, BORN 1939)**

Untitled

mixed media on leather, two panels, each framed  
executed in the 1960s

47 x 45cm (18 1/2 x 17 11/16in).

£7,000 - 10,000

€7,900 - 11,000

US\$8,700 - 12,000

**Provenance**

Property from a private collection, London

83 \*

**NIZAR DAHER (BORN 1951)**

Beirut - Cedars

oil on canvas, four panels

signed "N.Daher" and dated "22" (lower left) on each panel,  
executed in 2022

100 x 100cm (39 3/8 x 39 3/8in).

£4,000 - 6,000

€6,800 - 9,100

US\$7,400 - 9,900

**Provenance**

Property from a private collection, Beirut



84 \*

**JIHAD ABOUSLEIMAN (LEBANON, BORN 1953)**

The Calligrapher's Garden

oil on canvas

dated "2022"(lower right), executed in 2022

101 x 81cm (39 3/4 x 31 7/8in).

£6,000 - 8,000

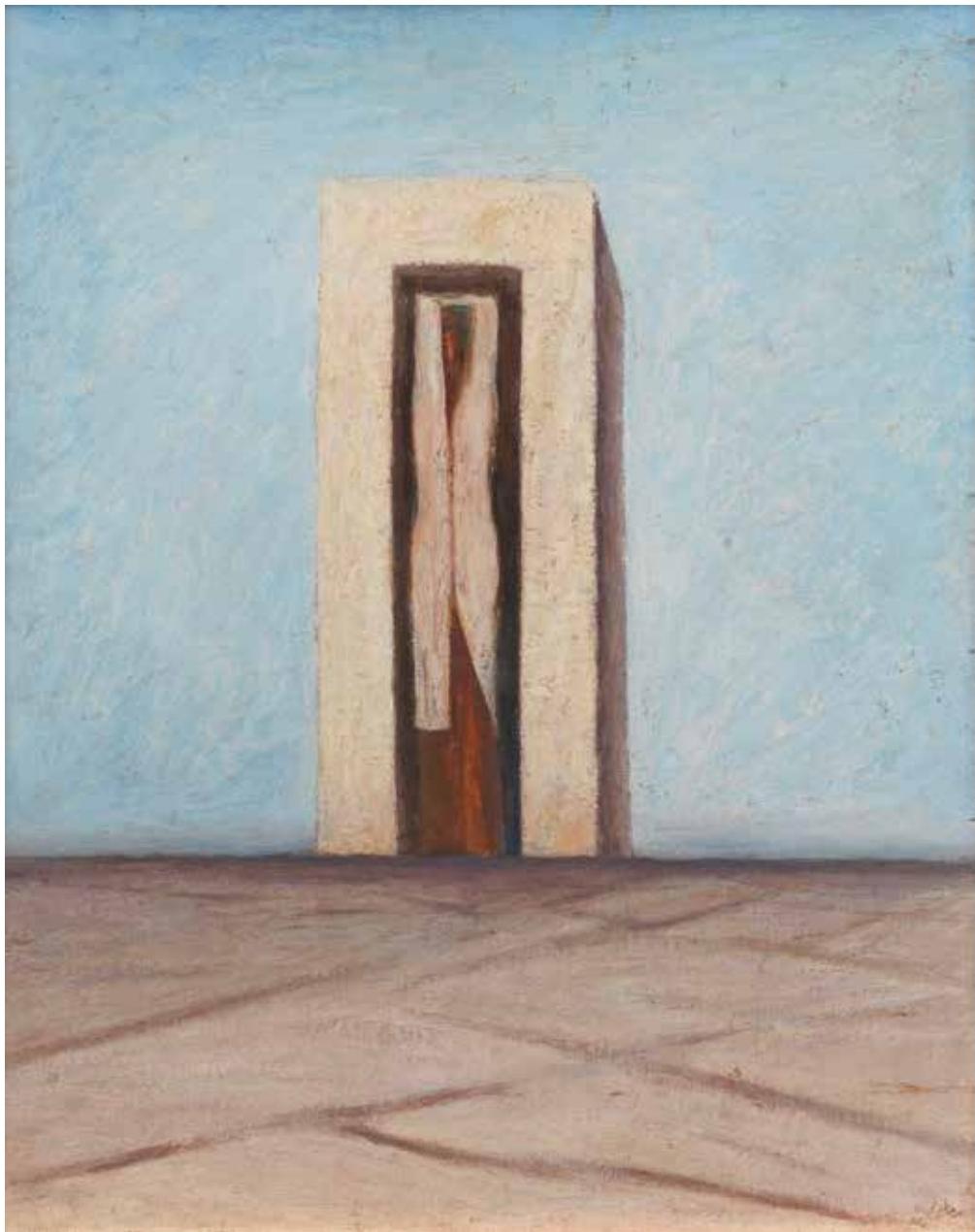
€6,800 - 9,100

US\$7,400 - 9,900

**Provenance**

Property from a private collection, Beirut





85 \*

**MOSTAFA AHMED (EGYPT, 1930-1999)**

Waiting in the Wilderness

oil on wood panel, framed

signed and dated in Arabic (lower right), further signed, dated, titled  
and inscribed on the verso, executed in 1982

74 x 60cm (29 1/8 x 23 5/8in).

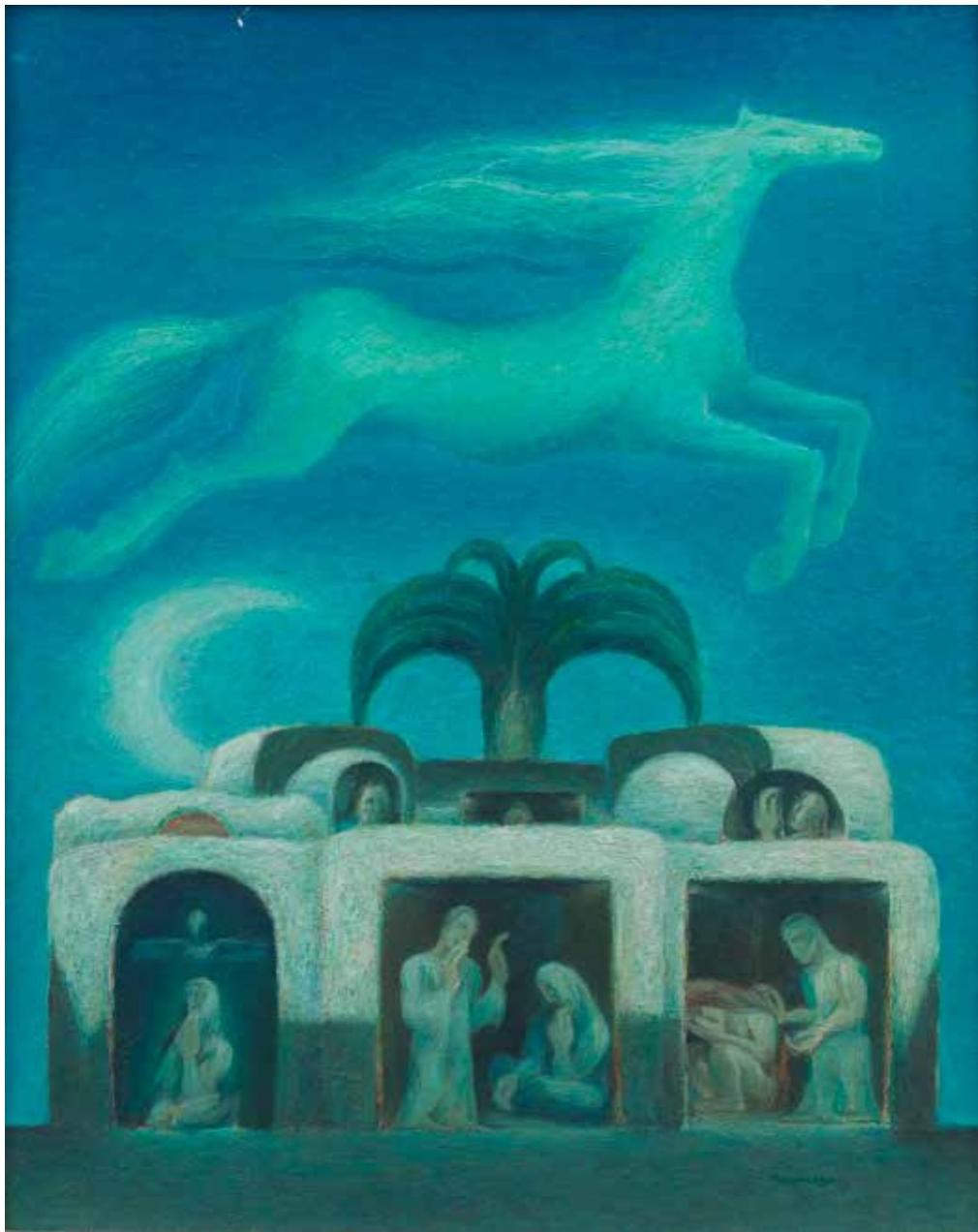
£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,400

**Provenance**

Property from a distinguished private collection, Cairo.



86 \*

**SABRY MANSOUR (EGYPT, BORN 1943)**

Rural Visions

oil on panel, framed

signed, dated, titled on the verso, executed in 1990

61 x 50cm (24 x 19 11/16in).

£4,000 - 6,000

€4,500 - 6,800

US\$5,000 - 7,400

**Provenance**

Property from a distinguished private collection, Cairo.



87

**FATEH MOUDARRES (SYRIA, 1922-1999)**

Faces

oil on board, framed

signed "Moudarress" in Arabic and English and dated "94"

(lower right), executed in 1994

50 x 35cm (19 11/16 x 13 3/4in).

£3,000 - 5,000

€3,400 - 5,600

US\$3,700 - 6,200

**Provenance**

Property from a private collection, Beirut

For details of the charges payable in addition to the final Hammer Price of each Lot  
please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.

## NOTICE TO BIDDERS

This notice is addressed by Bonhams to any person who may be interested in a *Lot*, and to all persons participating in the auction process including auction attendees, *Bidders* and potential *Bidders* (including any eventual *Buyer* of the *Lot*). For ease of reference we refer to such persons as "Bidders" or "you". Our List of Definitions and Glossary is incorporated into this Notice to *Bidders*. It is at Appendix 3 at the back of the Catalogue. Where words and phrases are used in this notice which are in the List of Definitions, they are printed in italics.

**IMPORTANT:** Additional information applicable to the *Sale* may be set out in the Catalogue for the *Sale*, in an insert in the Catalogue and/or in a notice displayed at the *Sale* venue and you should read them as well. Announcements affecting the *Sale* may also be given orally before and during the *Sale* without prior written notice. You should be alert to the possibility of changes and ask in advance of bidding if there have been any.

### 1. OUR ROLE

In its role as Auctioneer of *Lots*, Bonhams acts solely for and in the interests of the *Seller*. Bonhams' job is to sell the *Lot* at the highest price obtainable at the *Sale* to a *Bidder*. Bonhams does not act for *Buyers* or *Bidders* in this role and does not give advice to *Buyers* or *Bidders*. When it or its staff make statements about a *Lot* or, if Bonhams provides a *Condition Report* on a *Lot* it is doing that on behalf of the *Seller* of the *Lot*. *Bidders* and *Buyers* who are themselves not expert in the *Lots* are strongly advised to seek and obtain independent advice on the *Lots* and their value before bidding for them. The *Seller* has authorised Bonhams to sell the *Lot* as its agent on its behalf and, save where we expressly make it clear to the contrary, Bonhams acts only as agent for the *Seller*. Any statement or representation we make in respect of a *Lot* is made on the *Seller's* behalf and, unless Bonhams sells a *Lot* as principal, not on our behalf and any *Contract for Sale* is between the *Buyer* and the *Seller* and not with us. If Bonhams sells a *Lot* as principal this will either be stated in the Catalogue or an announcement to that effect will be made by the Auctioneer, or it will be stated in a notice at the *Sale* or an insert in the Catalogue.

Bonhams does not owe or undertake or agree to any duty or responsibility to you in contract or tort (whether direct, collateral, express, implied or otherwise). If you successfully bid for a *Lot* and buy it, at that stage Bonhams does enter into an agreement with you as the *Buyer*. The terms of that contract are set out in our *Buyer's Agreement*, which you will find at Appendix 2 at the back of the Catalogue, and this will govern Bonhams' relationship with the *Buyer*.

### 2. LOTS

Subject to the *Contractual Description* printed in bold letters in the *Entry* about the *Lot* in the Catalogue (see paragraph 3 below), *Lots* are sold to the *Buyer* on an "as is" basis, with all faults and imperfections. Illustrations and photographs contained in the Catalogue (other than photographs forming part of the *Contractual Description*) or elsewhere of any *Lots* are for identification purposes only. A photograph or illustration may not reflect an accurate reproduction of the colour(s) or true condition of the *Lot*. *Lots* are available for inspection prior to the *Sale* and it is for you to satisfy yourself as to each and every aspect of a *Lot*, including its authorship, attribution, condition, provenance, history, background, authenticity, style, period, age, suitability, quality, roadworthiness (if relevant), origin, value and estimated selling price (including the Hammer Price). It is your responsibility to examine any *Lot* in which you are interested. It should be remembered that the actual condition of a *Lot* may not be as good as that indicated by its outward appearance. In particular, parts may have been replaced or renewed and *Lots* may not be authentic or of satisfactory quality; the inside of a *Lot* may not be visible and may not be original or may be damaged, as for example where it is covered by upholstery or material. Given the age of many *Lots* they may have been damaged and/or repaired and you should not assume that a *Lot* is in good condition. Electronic or mechanical items or parts are sold for their artistic, historic or cultural interest and may not operate or may not comply with current statutory requirements. You should not assume that electrical items designed to operate on mains electricity will be suitable for connection to the mains electricity supply and you should obtain a report from a qualified electrician on their status before doing so. Such items which are unsuitable for connection are sold as items of interest for display purposes only. If you yourself do not have expertise regarding a *Lot*, you should consult someone who does to advise you. We can assist in arranging facilities for you to carry out or have carried out more detailed inspections and tests. Please ask our staff for details.

Any person who damages a *Lot* will be held liable for the loss caused.

### 3. DESCRIPTIONS OF LOTS AND ESTIMATES

#### Contractual Description of a Lot

The Catalogue contains an *Entry* about each *Lot*. Each *Lot* is sold by its respective Seller to the *Buyer* of the *Lot* as corresponding only with that part of the *Entry* which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the *Lot* in the Catalogue. The remainder of the *Entry*, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the *Seller*) about the *Lot* only and is not part of the *Contractual Description* in accordance with which the *Lot* is sold by the *Seller*.

#### Estimates

In most cases, an Estimate is printed beside the *Entry*. Estimates are only an expression of Bonhams' opinion made on behalf of the *Seller* in the range where Bonhams thinks the Hammer Price for the *Lot* is likely to fall; it is not an Estimate of value. It does not take into account any VAT or Buyer's Premium payable or any other fees payable by the *Buyer*, which are detailed in paragraph 7 of the Notice to *Bidders*, below. Prices depend upon bidding and lots can sell for Hammer Prices below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a *Lot*. Estimates are in the currency of the *Sale*.

#### Condition Reports

In respect of most *Lots*, you may ask Bonhams for a *Condition Report* on the *Lot's* general physical condition. If you do so, this will be provided by Bonhams on behalf of the *Seller* free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the *Condition Report* and accordingly does not assume responsibility to you in respect of it. The *Condition Report* represents Bonhams' reasonable opinion as to the *Lot's* general condition in the terms stated in the particular report, and Bonhams does not represent or guarantee that a *Condition Report* includes all aspects of the internal or external condition of the *Lot*. Neither does the *Seller* owe or agree to owe you as a *Bidder* or *Buyer* any obligation or duty in respect of this free report about a *Lot*, which is available for your own inspection or for inspection by an expert instructed by you.

#### The Seller's responsibility to you

The *Seller* does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

#### Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with Bonhams; Bonhams acts as the *Seller's* agent only (unless Bonhams sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by Bonhams, or by any person on Bonhams' behalf, whether in the Catalogue or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. No statement or representation by Bonhams or on its behalf in any way descriptive of any *Lot* or any *Estimate* is incorporated into our *Buyer's Agreement*.

#### Alterations

*Descriptions* and *Estimates* may be amended at Bonhams' discretion from time to time by notice given orally or in writing before or during a *Sale*.

**THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.**

### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any *Sale* and to remove any person from our premises and *Sales*, without stating a reason. We have complete discretion as to whether the *Sale* proceeds, whether any *Lot* is included in the *Sale*, the manner in which the *Sale* is conducted and we may offer *Lots* for *Sale* in any order we choose notwithstanding the numbers given to *Lots* in the Catalogue. You should therefore check the date and starting time of the *Sale*, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a *Lot* you are interested in is put up for *Sale*. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any *Lot*, to combine two or more *Lots*, to withdraw any *Lot* from a *Sale* and, before the *Sale* has been closed, to put up any *Lot* for auction again. Auction speeds can exceed 100 *Lots* per the hour and bidding increments are generally about 10%; however, these do vary from *Sale* to *Sale* and from Auctioneer to Auctioneer.

Please check with the department organising the *Sale* for advice on this. Where a Reserve has been applied to a *Lot*, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the *Seller*. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any *Lot*. If there is a Reserve it will be no higher than the lower figure for any *Estimate* in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the *Estimate*. The *Buyer* will be the *Bidder* who makes the highest bid acceptable to the Auctioneer for any *Lot* (subject to any applicable Reserve) to whom the *Lot* is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual *Lot* number announced by the Auctioneer. An electronic currency converter may be used at the *Sale*. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the *Sale* and may record telephone calls for reasons of security and to assist in solving any disputes which may arise in relation to bids made at the *Sale*. At some *Sales*, for example, jewellery *Sales*, we may use screens on which images of the *Lots* will be projected. This service is provided to assist viewing at the *Sale*. The image on the screen should be treated as an indication only of the current *Lot*. It should be noted that all bids tendered will relate to the actual *Lot* number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our *Sales*.

If you are a new client at Bonhams or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and / or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller* or Bonhams or be detrimental to Bonhams' reputation.

#### Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our *Bidder* registration desk at the *Sale* venue and fill out a *Registration and Bidding Form* on (or, if possible, before) the day of the *Sale*. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card ("paddle") with a printed number on it. This will be attributed to you for the purposes of the *Sale*. Should you be a successful *Bidder* you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the *Buyer's*. You should not let anyone else use your paddle as all *Lots* will be invoiced to the name and address given on your *Bidder Registration Form*. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful *Bidder* of, a particular *Lot*, you must draw this to the attention of the Auctioneer before the next *Lot* is offered for *Sale*. At the end of the *Sale*, or when you have finished bidding please return your paddle to the *Bidder* registration desk.

#### Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a *Registration and Bidding Form*, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

#### Bidding by post or fax

*Absentee Bidding Forms* can be found in the back of this Catalogue and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

#### Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or [www.bonhams.com](http://www.bonhams.com). Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (ii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AU\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

**Companies:** You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

#### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

**You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.**

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the *Buyer* and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its *Sellers* and *Buyers* as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved Industry Guidance is that CDD under the Regulations is not required by *Buyers* into *Sellers* at Bonhams auctions or vice versa.

#### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the *Lot* being knocked down to the *Buyer*, a *Contract for Sale* of the *Lot* will be entered into between the *Seller* and the *Buyer* on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as *Auctioneers* and the *Buyer*. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful *Bidder* including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale*. It is your responsibility to ensure you are aware of the up to date terms of the *Buyer's Agreement* for this *Sale*.

#### 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the *Buyer* in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this *Sale* the following rates of *Buyer's Premium* will be payable by *Buyers* on each *Lot* purchased:

28% of the *Hammer Price* on the first £40,000; plus  
27% of the *Hammer Price* from £40,001 and up to £800,000; plus  
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus  
14.5% of the *Hammer Price* above £4,500,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific *Sale* Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the *Buyer* are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain *Lots*, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of €1,000 or greater (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*), the *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to the payment of royalties under the Artists Resale Right Regulations 2006. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

#### 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the *Sale*.

The following symbols, shown beside the *Lot* number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- \* VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- ¤ Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a *Buyer*, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

#### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

##### Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

Bank: National Westminster Bank Plc  
Address: PO Box 4RY  
250 Regent Street  
London W1A 4RY  
Account Name: Bonhams 1793 Limited  
Account Number: 25563009  
Sort Code: 56-00-27  
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

**Sterling personal cheque drawn on a UK branch of a bank building society:** all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

**Cash:** you may pay for *Lots* purchased by you at this *Sale* with notes or coins in the currency in which the *Sale* is conducted (but not any other currency) provided that the total amount payable by you in respect of all *Lots* purchased by you at the *Sale* does not exceed £3,000, or the equivalent in the currency in which the *Sale* is conducted, at the time when payment is made. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

**Debit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only).** There is no limit on payment value if payment is made in person using Chip & Pin verification.

**Payment by telephone** may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

**Note:** only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, if we consider that such *Sale* would be unlawful or otherwise cause liabilities to the *Seller* or Bonhams, or would be detrimental to Bonhams' reputation.

#### 10. COLLECTION AND STORAGE

The *Buyer* of a *Lot* will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the *Buyer*). For collection and removal of purchased *Lots*, please refer to *Sale* Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a *Lot*, the storage of a *Lot* and our Storage Contractor after the *Sale* are set out in the Catalogue.

#### 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Albion Shipping on +44 (0) 1582 493 099 enquiries@albionshipping.co.uk

#### 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any *Sale* nor allow any delay in making full payment for the *Lot*. Generally, please contact our shipping department before the *Sale* if you require assistance in relation to export regulations.

#### 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species#how-to-apply> or may be requested from:

Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any *Sale*, nor allow any delay in making full payment for the *Lot*.

#### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the *Seller* to the *Buyer* of a *Lot* under the *Contract for Sale*, neither we nor the *Seller* are liable (whether in negligence or otherwise) for any error or misdescription or omission in any *Description* of a *Lot* or any *Estimate* in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the *Sale*. Neither we nor the *Seller* will be liable for any loss of *Business*, profits, revenue or income, or for loss of reputation, or for disruption to *Business* or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutory claim or otherwise. In any circumstances where we and/or the *Seller* are liable in relation to any *Lot* or any *Description* or *Estimate* made of any *Lot*, or the conduct of any *Sale* in relation to any *Lot*, whether in damages, for an indemnity or contribution, or for a restitutory remedy or otherwise, our and/or the *Seller's* liability (combined, if both we and the *Seller* are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist

Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

#### 15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyers Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

#### 16. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary.

#### 17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

##### Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

##### Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

##### Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

##### Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

##### Licensing Requirements

###### Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful Bidder is then unable to produce the correct paperwork, the Lot(s) will be reoffered by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for any loss incurred by Bonhams on the original Sale to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

##### Taxidermy and Related Items

On behalf of the Seller of these articles, Bonhams undertakes to comply fully with CITES and DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

#### 18. FURNITURE

##### Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no Guarantee as to the originality of the wood covered by fabric or upholstery.

#### 19. JEWELLERY

##### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

##### Estimated Weights

If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy.

##### Signatures

###### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in Bonhams' opinion the piece is by that maker.

###### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in Bonhams' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

###### 3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in Bonhams' opinion, but using stones or designs supplied by the client.

#### 20. PHOTOGRAPHS

##### Explanation of Catalogue Terms

• "Bill Brandt": in our opinion a work by the artist.

• "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.

• "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.

• "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.

• The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.

• Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.

• All photographs are sold unframed unless stated in the Lot Description.

#### 21. PICTURES

##### Explanation of Catalogue Terms

The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale:

• "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;

• "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;

• "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;

• "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;

• "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;

• "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;

• "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;

• "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;

• "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

#### 22. PORCELAIN AND GLASS

##### Damage and Restoration

For your guidance, in our Catalogues we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

#### 23. VEHICLES

##### The Veteran Car Club of Great Britain

##### Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

#### 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

##### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

##### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm

15 to 30 years old – top shoulder (ts) or up to 5cm

Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

##### Options to buy parcels

A parcel is a number of Lots of identical size of the same wine, bottle size and Description. The Buyer of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer's sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel.

##### Wines in Bond

Wines lying in Bond are marked Δ. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the invoice.

Buyers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for Lots to be released under Bond.

##### Bottling Details and Case Terms

The following terms used in the Catalogue have the following meanings:

CB – Château bottled

DB – Domaine bottled

EStB – Estate bottled

BB – Bordeaux bottled

BE – Belgian bottled

FB – French bottled

GB – German bottled

OB – Oporto bottled

UK – United Kingdom bottled

owc – original wooden case

iwc – individual wooden case

oc – original carton

##### SYMBOLS

##### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

Y This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale.

TP Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location.

W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.

- Δ Wines lying in Bond.
  - AR An Additional Premium will be payable to us by the Buyer to cover our Expenses relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.
  - The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
  - ▲ Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
  - Φ This lot contains African ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. Bonhams is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.
- \* , † , \* , G , Ω , α see clause 8, VAT, for details.

#### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from [info@bonhams.com](mailto:info@bonhams.com).

#### APPENDIX 1

##### BUYERS SALE CONTRACT WITH SELLER

**IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.**

**Under this contract the Seller's liability in respect of the quality of the Lot, its fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy it.**

##### 1 THE CONTRACT

- 1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Seller sells the Lot as the principal to the Contract for Sale, such contract being made between the Seller and you through Bonhams which acts in the sole capacity as the Seller's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Seller for the purposes of this agreement.
- 1.4 The contract is made on the fall of the Auctioneer's hammer in respect of the Lot when it is knocked down to you.

##### 2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The Seller undertakes to you that:
  - 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
  - 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
  - 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
  - 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the Lot, and all duties and taxes in respect of the export or import of the Lot have (unless stated to the contrary in the Catalogue or announced by the Auctioneer) been paid and, so far as the Seller is aware, all third parties have complied with such requirements in the past;
  - 2.1.5 items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
  - 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue or on the Bonhams website, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue.

##### 3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the Lot. In particular, the Lot is not sold as corresponding with any part of the *Entry* in the Catalogue which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the *Contractual Description* upon which the Lot is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise, and whether by or on behalf of the Seller or Bonhams and whether made prior to or during the Sale, is not part of the *Contractual Description* upon which the Lot is sold.
  - 3.2 Except as provided in paragraph 2.1.5, the Seller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the Lot or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been Bonhams. No such *Description* or *Estimate* is incorporated into this Contract for Sale.
- 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY**
- 4.1 The Seller does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
  - 4.2 The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the Lot or its fitness for any purpose.
- 5 RISK, PROPERTY AND TITLE**
- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
  - 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 6 PAYMENT**
- 6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.
  - 6.2 Time will be of the essence in relation to payment of the Purchase Price and all other sums payable by you to Bonhams. Unless agreed in writing with you by Bonhams on the Seller's behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to Bonhams by you in the currency in which the Sale was conducted by not later than 4.30pm on the second working day following the Sale and you must ensure that the funds are cleared by the seventh working day after the Sale. Payment must be made to Bonhams by one of the methods stated in the Notice to Bidders unless otherwise agreed with you in writing by Bonhams. If you do not pay in full any sums due in accordance with this paragraph, the Seller will have the rights set out in paragraph 8 below.
- 7 COLLECTION OF THE LOT**
- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
  - 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
  - 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
  - 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
  - 7.5 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
  - 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.
- 8 FAILURE TO PAY FOR THE LOT**
- 8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Seller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights (whether through Bonhams or otherwise):
    - 8.1.1 to terminate immediately the Contract for Sale of the Lot for your breach of contract;
    - 8.1.2 to resell the Lot by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
    - 8.1.3 to retain possession of the Lot;
    - 8.1.4 to remove and store the Lot at your expense;
    - 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
    - 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
    - 8.1.7 to repossess the Lot (or any part thereof) which has become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
    - 8.1.8 to retain possession of any other property sold to you by the Seller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
    - 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
    - 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
  - 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to Bonhams in order to obtain the release of the Lot) incurred by the Seller (whether or not court proceedings will have been issued) as a result of Bonhams taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
  - 8.3 On any resale of the Lot under paragraph 8.1.2, the Seller will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the Lot, after the payment of all sums due to the Seller and to Bonhams, within 28 days of receipt of such monies by him or on his behalf.
- 9 THE SELLER'S LIABILITY**
- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
  - 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
  - 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
  - 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any Description of the Lot or any Entry or Estimate in relation to the Lot made by or on behalf of the Seller (whether made in writing, including in the Catalogue, or on the Website, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the Sale;
  - 9.3.2 the Seller will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutory claim or otherwise;
  - 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutory remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutory claim or otherwise.
  - 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

## 10 MISCELLANEOUS

- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

## 11 GOVERNING LAW

All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

## APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

**IMPORTANT:** These terms may be changed in advance of the *Sale* of the Lot to you, by the setting out of different terms in the Catalogue for the *Sale* and/or by placing an insert in the Catalogue and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

#### 1 THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in *italics*. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the Catalogue for the *Sale*, and where such

- information is referred to it is incorporated into this agreement.
- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- 1.4 We act as agents for the Seller and are not answerable or personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the Lot in accordance with paragraph 5;
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller.

#### 2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the *Contract for Sale* in respect of the Lot.

#### 3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders* on the *Sale*, you must pay to us by no later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the Lot;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the Lot is marked [AP], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the Seller in respect of the Lot, any *Expenses* and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.
- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not

under investigation for neither have been charged nor convicted in connection with any criminal activity.

- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

#### 4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the Seller or us to refuse to release the Lot to you, once you have paid to us; in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the Lot at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the Lot can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the Lot by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- 4.6 You undertake to comply with the terms of any Storage Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the Storage Contract.
- 4.7 You will be wholly responsible for packing, handling and transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf.

#### 5 STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the *Notice to Bidders*, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as bailee to you for damage to or the loss or destruction of the Lot (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the Lot before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the Lot to another location, the details of which will usually be set out in the relevant section of the Catalogue. If you have not paid for the Lot in accordance with paragraph 3,

- and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.
- 6 RESPONSIBILITY FOR THE LOT**
- 6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the *Contract for Sale*, the **risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot** if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS**
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the *Lot*;
- 7.1.3 to remove, and/or store the *Lot* at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;
- 7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT**
- 8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:
- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the *Lot* to a person other than you; and/or
- 8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or
- 8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.
- 8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGARIES**
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
- 9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and
- 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:
- 9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, VAT and Expenses paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.
- 10 OUR LIABILITY**
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.
- 10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:
- 10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension strung musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutory claim or otherwise.
- 10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutory remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutory claim or otherwise.
- 10.4 You may wish to protect yourself against loss by obtaining insurance. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.
- 11 BOOKS MISSING TEXT OR ILLUSTRATIONS**
- Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph:
- the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and
- you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and
- within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot* but not if:
- the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or
- the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or
- it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or
- the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.
- If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.
- The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.
- 12 MISCELLANEOUS**
- 12.1 You may not assign either the benefit or burden of this agreement.
- 12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.
- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only

- and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term, of this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of Bonhams, it will also operate in favour and for the benefit of Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction.

Bonhams has a complaints procedure in place.

### DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website [www.bonhams.com](http://www.bonhams.com) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from [info@bonhams.com](mailto:info@bonhams.com).

### APPENDIX 3

#### DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

#### LIST OF DEFINITIONS

**"Account"** the bank account of Bonhams into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

**"Additional Premium"** a premium, calculated in accordance with the *Notice to Bidders*, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the *Buyer* to Bonhams on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the *Sale* using the European Central Bank Reference rate prevailing on the date of the *Sale*).

**"Auctioneer"** the representative of Bonhams conducting the *Sale*.

**"Bidder"** Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

**"Bidding Form"** our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

**"Bonhams"** Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

**"Book"** a printed Book offered for *Sale* at a specialist *Book Sale*.

**"Business"** includes any trade, *Business* and profession.

**"Buyer"** the person to whom a *Lot* is knocked down by the Auctioneer. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

**"Buyer's Agreement"** the contract entered into by Bonhams with the *Buyer* (see Appendix 2 in the *Catalogue*).

**"Buyer's Premium"** the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

**"Catalogue"** the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our Website.

**"Commission"** the Commission payable by the *Seller* to Bonhams calculated at the rates stated in the *Contract Form*.

**"Condition Report"** a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by Bonhams on behalf of the *Seller*.

**"Conditions of Sale"** the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

**"Consignment Fee"** a fee payable to Bonhams by the *Seller* calculated at rates set out in the Conditions of Business.

**"Consumer"** a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

**"Contract Form"** the *Contract Form*, or vehicle *Entry Form*, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by Bonhams.

**"Contract for Sale"** the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

**"Contractual Description"** the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract of Sale* the *Lot* corresponds.

**"Description"** any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

**"Entry"** a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

**"Estimate"** a statement of our opinion of the range within which the hammer is likely to fall.

**"Expenses"** charges and *Expenses* paid or payable by Bonhams in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot for Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

**"Forgery"** an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

**"Guarantee"** the obligation undertaken personally by Bonhams to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

**"Hammer Price"** the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the Auctioneer.

**"Loss and Damage Warranty"** means the warranty described in paragraph 8.2 of the Conditions of Business.

**"Loss and Damage Warranty Fee"** means the fee described in paragraph 8.2.3 of the Conditions of Business.

**"Lot"** any item consigned to Bonhams with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

**"Motoring Catalogue Fee"** a fee payable by the *Seller* to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.

**"New Bond Street"** means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

**"Notional Charges"** the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

**"Notional Fee"** the sum on which the *Consignment Fee* payable to Bonhams by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

**"Notional Price"** the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

**"Notice to Bidders"** the notice printed at the back or front of our *Catalogues*.

**"Purchase Price"** the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

**"Reserve"** the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

**"Sale"** the auction *Sale* at which a *Lot* is to be offered for *Sale* by Bonhams.

**"Sale Proceeds"** the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and howsoever arising.

**"Seller"** the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

**"Specialist Examination"** a visual examination of a *Lot* by a specialist on the *Lot*.

**"Stamp"** means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

**"Standard Examination"** a visual examination of a *Lot* by a non-specialist member of Bonhams' staff.

**"Storage Contract"** means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

**"Storage Contractor"** means the company identified as such in the *Catalogue*.

**"Terrorism"** means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

**"VAT"** value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

**"Website"** Bonhams' Website at [www.bonhams.com](http://www.bonhams.com)

**"Withdrawal Notice"** the *Seller's* written notice to Bonhams revoking Bonhams' instructions to sell a *Lot*.

**"Without Reserve"** where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

#### GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

**"Artist's resale right":** the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

**"Bailee":** a person to whom goods are entrusted.

**"Indemnity":** an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

**"Interpleader Proceedings":** proceedings in the Courts to determine ownership or rights over a *Lot*.

**"Knocked Down":** when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

**"Lien":** a right for the person who has possession of the *Lot* to retain possession of it.

**"Risk":** the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

**"Title":** the legal and equitable right to the ownership of a *Lot*.

**"Tort":** a legal wrong done to someone to whom the wrong doer has a duty of care.

**"Warranty":** a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

#### SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

(1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.

(2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-

(a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and  
the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.

(5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:

(a) the seller;  
(b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;  
(c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.

(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

# Registration and Bidding Form

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.



Paddle number (for office use only)

# Bonhams

**The Sale, including all bidding and buying, is governed by Bonhams' Conditions of Sale.** You should read the Conditions and any Sales Information prior to bidding and ensure you understand the charges payable on any purchase you make. The Conditions also set out certain undertakings by bidders and buyers and limits Bonhams' liability to you. Please note an invoice for a purchased lot will be made out in the name as shown on this form and payment will only be accepted from an account in that name (or the name of the company if the bid is on behalf of that company).

#### Data protection

Where we obtain any personal information about you when you register or bid with us, we shall only use it in accordance with the terms of our Privacy Policy. A copy of our Privacy Policy can be found on our website ([www.bonhams.com](http://www.bonhams.com)) or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR United Kingdom or by e-mail from [info@bonhams.com](mailto:info@bonhams.com).

We may from time to time provide you with information about goods and services that we believe may interest you, based on your previous interactions with us. You can opt out of receiving these communications at any time. If you do not want to receive such communications, please tick this box

#### Notice to Bidders.

At least 24 hours prior to the Sale, you must provide government issued photo ID, e.g., a passport or driving licence and - if not included on the ID document - proof of address, e.g., a current utility bill, or bank/credit card statement. Corporate clients must also provide their company registration documents, documentary proof of beneficial owners owning 25% or more of the company and confirmation of the named individual's authority to act. Failure to provide these documents may result in your bids not being processed. Clients who are not able to provide documents prior to Sale may opt to bid online using our credit card verification option. Please note we reserve the right to request a bank reference or deposit.

#### If successful

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Sale title:	Modern and Contemporary Middle Eastern Art	Sale date:	24 May 2023
Sale no.	28654	Sale venue:	New Bond Street, London

If you are not attending the sale in person, please provide details of the Lots on which you wish to bid at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Notice to Bidders in the catalogue for further information relating to Bonhams executing telephone, online or absentee bids on your behalf. Bonhams will endeavour to execute these bids on your behalf but will not be liable for any errors or failing to execute bids.

#### General Bid Increments:

£10 - 200 .....	by 10s	£10,000 - 20,000 .....	by 1,000s
£200 - 500 .....	by 20 / 50 / 80s	£20,000 - 50,000 .....	by 2,000 / 5,000 / 8,000s
£500 - 1,000 .....	by 50s	£50,000 - 100,000 .....	by 5,000s
£1,000 - 2,000 .....	by 100s	£100,000 - 200,000 .....	by 10,000s
£2,000 - 5,000 .....	by 200 / 500 / 800s	above £200,000 .....	at the auctioneer's discretion
£5,000 - 10,000 .....	by 500s		

#### The auctioneer has discretion to split any bid at any time.

Customer Number	Title
First Name	Last Name
Company name (if applicable)	
Company Registration number (if applicable)	
Address	
	City
Post / Zip code	County / State
Telephone (mobile)	Country
Telephone (landline)	
E-mail (in capitals)	
<b>Please answer all questions below</b>	
1. ID supplied: Government issued ID <input type="checkbox"/> and (if the ID does not confirm your address) <input type="checkbox"/> current utility bill/ bank statement. If a company, please provide the Certificate of Incorporation, your ID (as above) (plus, if not a director, a letter authorising you to act), and documentary evidence of the company's beneficial owners	
2. Are you representing the Bidder? <input type="checkbox"/> If yes, please complete question 3.	
3. Bidder's name, address and contact details (phone and email): Bidder's ID: Government issued ID <input type="checkbox"/> and (if the ID does not confirm their address) <input type="checkbox"/> current utility bill/bank statement	
Are you acting in a business capacity? Yes <input type="checkbox"/> No <input type="checkbox"/>	If registered for VAT in the EU please enter your registration here: <input type="checkbox"/> / <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/>

**Please note that all telephone calls may be recorded.**

Telephone or Absentee (T / A)	Lot no.	Brief description	MAX bid in GBP (excluding premium & VAT)	Covering bid *

#### FOR WINE SALES ONLY

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

**BY SIGNING THIS FORM, YOU CONFIRM THAT YOU HAVE REVIEWED THE CATALOGUING FOR THE ABOVE LOTS, YOU AGREE TO THE CONDITIONS OF SALE INCLUDING THE WARRANTIES LISTED THEREIN, AND AGREE TO PAY THE APPLICABLE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES DUE. THIS AFFECTS YOUR LEGAL RIGHTS.**

Bidder/Agent's (please delete one) signature:

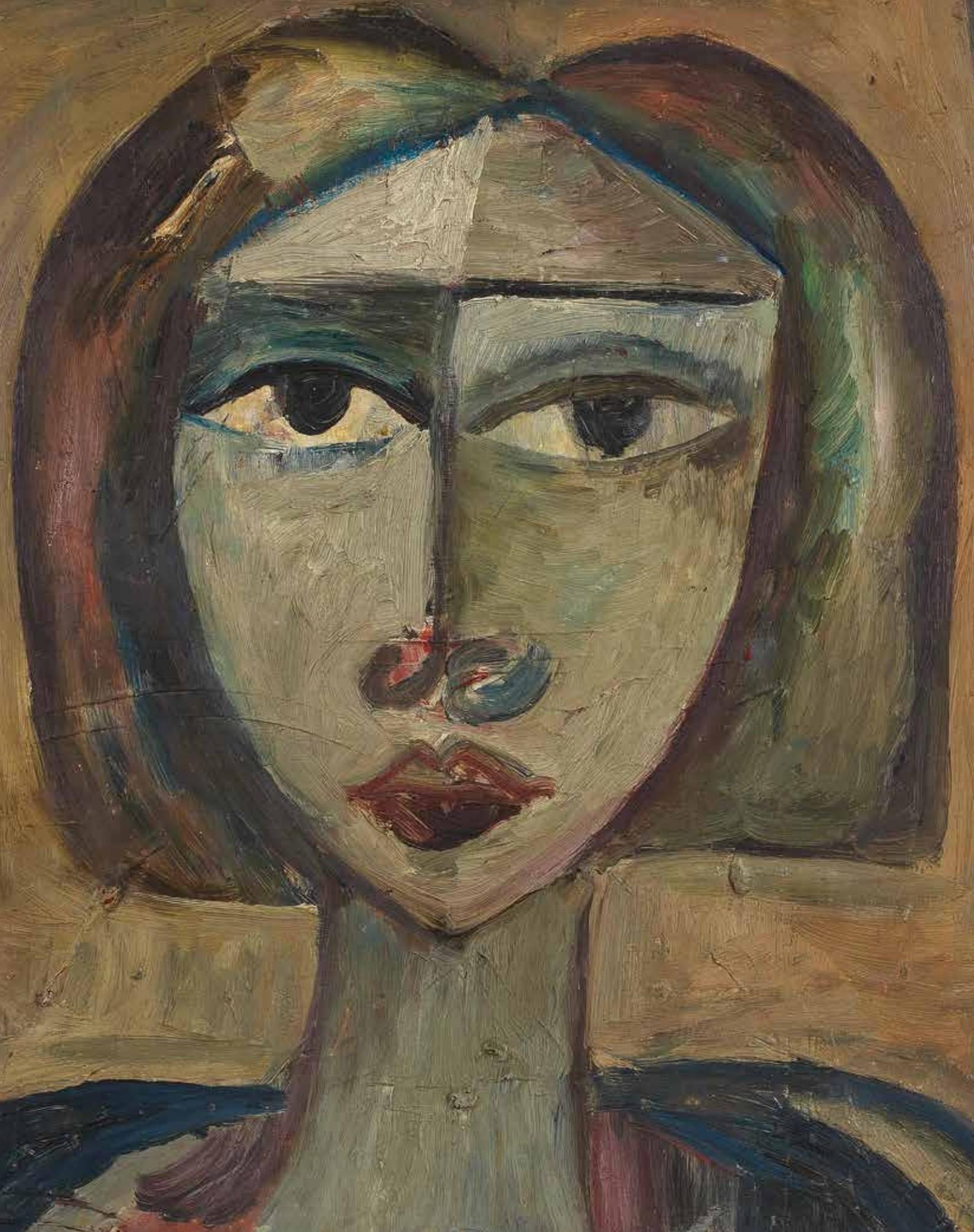
Date:

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding.

**Please email or post the completed Auction Registration form and requested information to:**

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, [bids@bonhams.com](mailto:bids@bonhams.com)

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